

City Clerk File No. Ord. 17-098

Agenda No. 3.A 1st Reading

Agenda No. 4.A 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 17-098

TITLE:

**ORDINANCE REAPPROPRIATING \$4,000,000 OF
PROCEEDS OF OBLIGATIONS NOT NEEDED FOR
THEIR ORIGINAL PURPOSES IN ORDER TO PROVIDE
FOR VARIOUS CAPITAL IMPROVEMENTS IN AND BY
THE CITY OF JERSEY CITY, IN THE COUNTY OF
HUDSON, NEW JERSEY**

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY (NOT LESS THAN TWO-THIRDS OF ALL MEMBERS THEREOF AFFIRMATIVELY CONCURRING) AS FOLLOWS:

Section 1. Pursuant to N.J.S.A. 40A:2-39, it is hereby determined that \$4,000,000 of the proceeds of obligations originally made available pursuant to Section 3(a)(2) of Bond Ordinance No. 16.083 finally adopted on May 25, 2016 by the Municipal Council of the City of Jersey City, in the County of Hudson, New Jersey (the "City") is no longer necessary for the purposes for which the obligations previously were authorized.

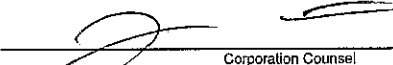
Section 2. The \$4,000,000 described in Section 1 and made available pursuant to N.J.S.A. 40A:2-39, from Bond Ordinance No. 16.083 is hereby reappropriated to provide for the construction and improvement of a public building leased and used by the City, a building of not less than Class "B" construction as defined on Section 40A:2-22 of the Local Bond Law; including all work, materials, appurtenances, furnishings and equipment necessary and suitable.

Section 3. The capital budget of the City is hereby amended to conform with the provisions of this ordinance to the extent of any inconsistency herewith. The resolution in the form promulgated by the Local Finance Board showing full detail of the amended capital budget and capital program as approved by the Director of the Division of Local Government Services is on file with the Clerk and is available there for public inspection.

Section 4. This ordinance shall take effect 20 days after the first publication thereof after final adoption, as provided by the Local Bond Law.

**ORDINANCE REAPPROPRIATING \$4,000,000 OF
PROCEEDS OF OBLIGATIONS NOT NEEDED FOR
THEIR ORIGINAL PURPOSES IN ORDER TO PROVIDE
FOR VARIOUS CAPITAL IMPROVEMENTS IN AND BY
THE CITY OF JERSEY CITY, IN THE COUNTY OF
HUDSON, NEW JERSEY**

APPROVED AS TO LEGAL FORM



Corporation Counsel

Certification Required ☐
Not Required ☒

APPROVED: 

APPROVED: _____

Business Administrator

ORDINANCE FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

ORDINANCE REAPPROPRIATING \$4,000,000 OF PROCEEDS OF OBLIGATIONS NOT NEEDED FOR THEIR ORIGINAL PURPOSES IN ORDER TO PROVIDE FOR VARIOUS CAPITAL IMPROVEMENTS IN AND BY THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY

Initiator

Department/Division	Administration	Management & Budget
Name/Title	Donna Mauer	Chief Financial Officer
Phone/email	201-547-5042	DonnaM@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Ordinance Purpose

This ordinance allows for the reappropriating of capital funds currently not needed to complete the MLK Annex Project.

I certify that all the facts presented herein are accurate.


Signature of Department Director

7/12/17
Date

Ordinance of the City of Jersey City, N.J.



ORDINANCE NO. Ord. 17-098
TITLE: 3.A JUL 19 2017 4.A AUG 16 2017

Ordinance reappropriating \$4,000,000 of proceeds of obligations not needed for their original purposes in order to provide for various capital improvements in and by the City of Jersey City, in the County of Hudson.

RECORD OF COUNCIL VOTE ON INTRODUCTION JUL 19 2017 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMEN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING AUG 16 2017 8-0											
Councilperson <u>RIVERA</u>				moved, seconded by Councilperson <u>LAVARRO</u>				to close P.H.			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	ABSENT			WATTERMEN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

SPEAKERS:

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
Councilperson				moved to amend* Ordinance, seconded by Councilperson				& adopted			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
GADSDEN				OSBORNE				WATTERMEN			
BOGGIANO				ROBINSON				LAVARRO, PRES.			

RECORD OF FINAL COUNCIL VOTE AUG 16 2017 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMEN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on JUL 19 2017
Adopted on second and final reading after hearing on AUG 16 2017

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on AUG 16 2017

Robert Byrne, City Clerk

*Amendment(s):

APPROVED:

Rolando R. Lavarro, Jr., Council President

Date AUG 16 2017

APPROVED:

Steven M. Fulop, Mayor

Date AUG 17 2017

Date to Mayor AUG 17 2017

City Clerk File No. Ord. 17-099

Agenda No. 3.B 1st Reading

Agenda No. 4.B 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 17-099

AN ORDINANCE SUPPLEMENTING CHAPTER 332 (VEHICLES AND TRAFFIC) ARTICLE
TITLE: II (TRAFFIC REGULATIONS) SECTION 332-8 (PROHIBITED RIGHT TURNS ON RED
SIGNAL) OF THE JERSEY CITY TRAFFIC CODE PROHIBITING THE RIGHT TURN ON
RED SIGNAL AT THE INTERSECTION OF SUMMIT AVENUE AND MAGNOLIA AVENUE,
AT ALL APPROACHES, ALL TIMES

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

1. Chapter 332 (Vehicles and Traffic) Article II (Traffic Regulations) Section 332-8 (Prohibited right turns on red signal) of the Jersey City Traffic Code is hereby supplemented as follows:

Section: 332-8 Prohibited right turns on red signal.
No person shall make a right turn when facing a steady red signal (stop indication) at any of the locations listed below.

Name of Street	Direction of Travel	Prohibited Right Turn on Red Signal On to	Hours and Days
Summit Av	North	Newkirk St	7:00 a.m. to 9:00 a.m. And 4:00 p.m. to 6:00 p.m. M-F
	<u>North</u>	<u>Magnolia Av</u>	<u>All Times</u>
	<u>South</u>	<u>Magnolia Av</u>	<u>All Times</u>
	<u>East</u>	<u>Summit Av</u>	<u>All Times</u>

2. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.

3. This ordinance shall be a part of the Jersey City Code as though codified and incorporated in the official copies of the Jersey City Code.

5. The City Clerk and Corporation Counsel be and they are hereby authorized and director to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

NOTE: All new material to be inserted is underscored.

AV:pcl
(06.29.17)

APPROVED: [Signature]
Director of, Traffic & Transportation

APPROVED AS TO LEGAL FORM

Joanne Monahan
701 Corporation Counsel

APPROVED: [Signature]
Municipal Engineer

APPROVED: [Signature]
Business Administrator

Certification Required ☐

Not Required ☒

ORDINANCE FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance

AN ORDINANCE SUPPLEMENTING CHAPTER 332 (VEHICLES AND TRAFFIC) ARTICLE II (TRAFFIC REGULATIONS) SECTION 332-8 (PROHIBITED RIGHT TURNS ON RED SIGNAL) OF THE JERSEY CITY TRAFFIC CODE PROHIBITING THE RIGHT TURN ON RED SIGNAL AT THE INTERSECTION OF SUMMIT AVENUE AND MAGNOLIA AVENUE, AT ALL APPROACHES, ALL TIMES

Initiator

Department/Division	Administration	Engineering, Traffic and Transportation
Name/Title	Andrew Vischio, P.E. at the request of Councilman Boggiano	Director of Traffic & Transportation
Phone/email	201.547.4419	AVischio@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

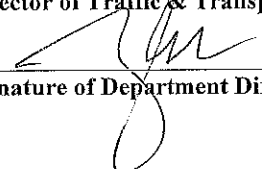
Ordinance Purpose

Prohibiting the right turn at the red signal at all approaches at the intersection of Summit Avenue and Magnolia Avenue, all times will enhance pedestrian safety at the intersection. Summit Avenue and Magnolia Avenue is in close proximity to the Journal Square Transportation Hub which operates 24 hours.

I certify that all the facts presented herein are accurate.



Director of Traffic & Transportation



Signature of Department Director

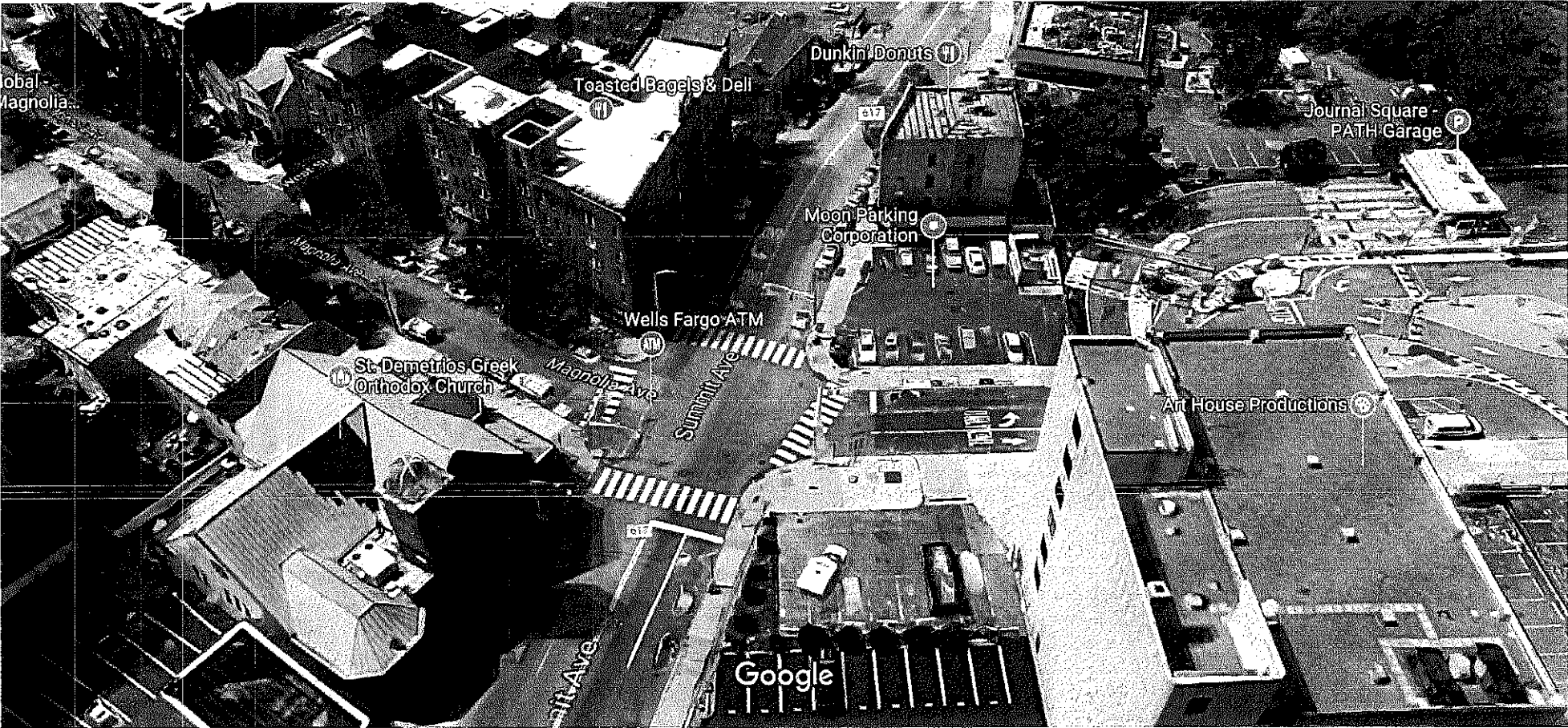
6/30/17

Date

7/12/17

Date

Google Maps



Imagery ©2017 Google, Map data ©2017 Google 50 ft

Ordinance of the City of Jersey City, N.J.



ORDINANCE NO. Ord. 17-099
TITLE: 3.B JUL 19 2017 4.B

AUG 16 2017

An ordinance supplementing Chapter 332 (Vehicles and Traffic) Article II (Traffic Regulations) Section 332-8 (Prohibited Right Turns on Red Signal) of the Jersey City Traffic Code prohibiting the right turn on red signal at the intersection of Summit Avenue and Magnolia Avenue, at All Approaches, All Times.

RECORD OF COUNCIL VOTE ON INTRODUCTION JUL 19 2017 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING AUG 16 2017 9-0											
Councilperson <u>OSBORNE</u> moved, seconded by Councilperson <u>WATTERMANN</u> to close P.H.											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

SPEAKERS:

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
Councilperson _____ moved to amend* Ordinance, seconded by Councilperson _____ & adopted											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
GADSDEN				OSBORNE				WATTERMANN			
BOGGIANO				ROBINSON				LAVARRO, PRES.			

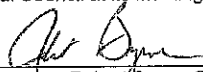
RECORD OF FINAL COUNCIL VOTE AUG 16 2017 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)


Adopted on first reading of the Council of Jersey City, N.J. on **JUL 19 2017**
Adopted on second and final reading after hearing on **AUG 16 2017**

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on **AUG 16 2017**


Robert Byrne, City Clerk

*Amendment(s):

APPROVED:


Rolando R. Lavarro, Jr., Council President

Date **AUG 16 2017**

APPROVED:


Steven M. Fulop, Mayor

Date **AUG 17 2017**

Date to Mayor **AUG 17 2017**

City Clerk File No. Ord. 17-100

Agenda No. 3.C 1st Reading

Agenda No. 4.C 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 17-100

**TITLE: AN ORDINANCE SUPPLEMENTING CHAPTER 332 (VEHICLES AND TRAFFIC)
ARTICLE II (TRAFFIC REGULATIONS) SECTION 332-9 (STOP INTERSECTIONS)
OF THE JERSEY CITY TRAFFIC CODE DESIGNATING LIBERTY AVENUE AND ST.
PAUL'S AVENUE AS A MULTI-WAY STOP INTERSECTION**

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

1. Chapter 332 (Vehicles and Traffic) Article II (Traffic Regulations) Section 332-9 (Stop Intersections) of the Jersey City Traffic Code is hereby supplemented as follows:

Section: 332-9 Stop Intersections.

The Intersections listed below are hereby designated as stop intersections. Stop signs shall be installed as provided therein.

Street 1 (Stop Sign On)	Direction of Travel	Street 2 (At Intersection)
<u>St. [Saint] Paul's Av</u> Liberty Av	<u>East and West</u> North and South	<u>Liberty Av – multi</u> [Saint] <u>St. Paul's Av – multi</u>

2. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
3. This ordinance shall be a part of the Jersey City Code as though codified and incorporated in the official copies of the Jersey City Code.
4. This ordinance shall take effect at the time and in the manner as prescribed by law.
5. The City Clerk and the Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

NOTE: All new material to be inserted is underlined; the material to be repealed is in [brackets].

AV:pcl
(06.27.17)

APPROVED AS TO LEGAL FORM

Joanne Monahan
707 Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED: [Signature]
Director of Traffic & Transportation

APPROVED: [Signature]
Municipal Engineer
APPROVED: [Signature]
Business Administrator

ORDINANCE FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

AN ORDINANCE SUPPLEMENTING CHAPTER 332 (VEHICLES AND TRAFFIC) ARTICLE II (TRAFFIC REGULATIONS) SECTION 332-9 (STOP INTERSECTIONS) OF THE JERSEY CITY TRAFFIC CODE DESIGNATING ST. PAUL'S AVENUE AND LIBERTY AVENUE AS A MULTI-WAY STOP INTERSECTION**Initiator**

Department/Division	Administration	Engineering, Traffic and Transportation
Name/Title	Andrew Vischio, PE at the request of Councilman Boggiano	Director of Traffic & Transportation
Phone/email	201.547.4419	AVischio@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Ordinance Purpose


The purpose of this Ordinance is to designate the following intersection as all way stop control:

St. Paul's Avenue @ Liberty Avenue

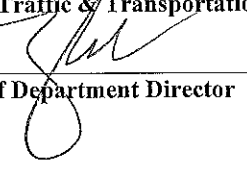
Designating this intersection as an all-way stop control will improve traffic safety and operational characteristics at the intersection based on a detailed review of traffic conditions and guidance outlined within the Manual on Uniform Traffic Control Devices published by the Federal Highway Administration.

Data collected as part of the analysis included 14-hour vehicular and pedestrian counts, peak hour observations, and a multi-year crash history assessment.

I certify that all the facts presented herein are accurate.



Director of Traffic & Transportation



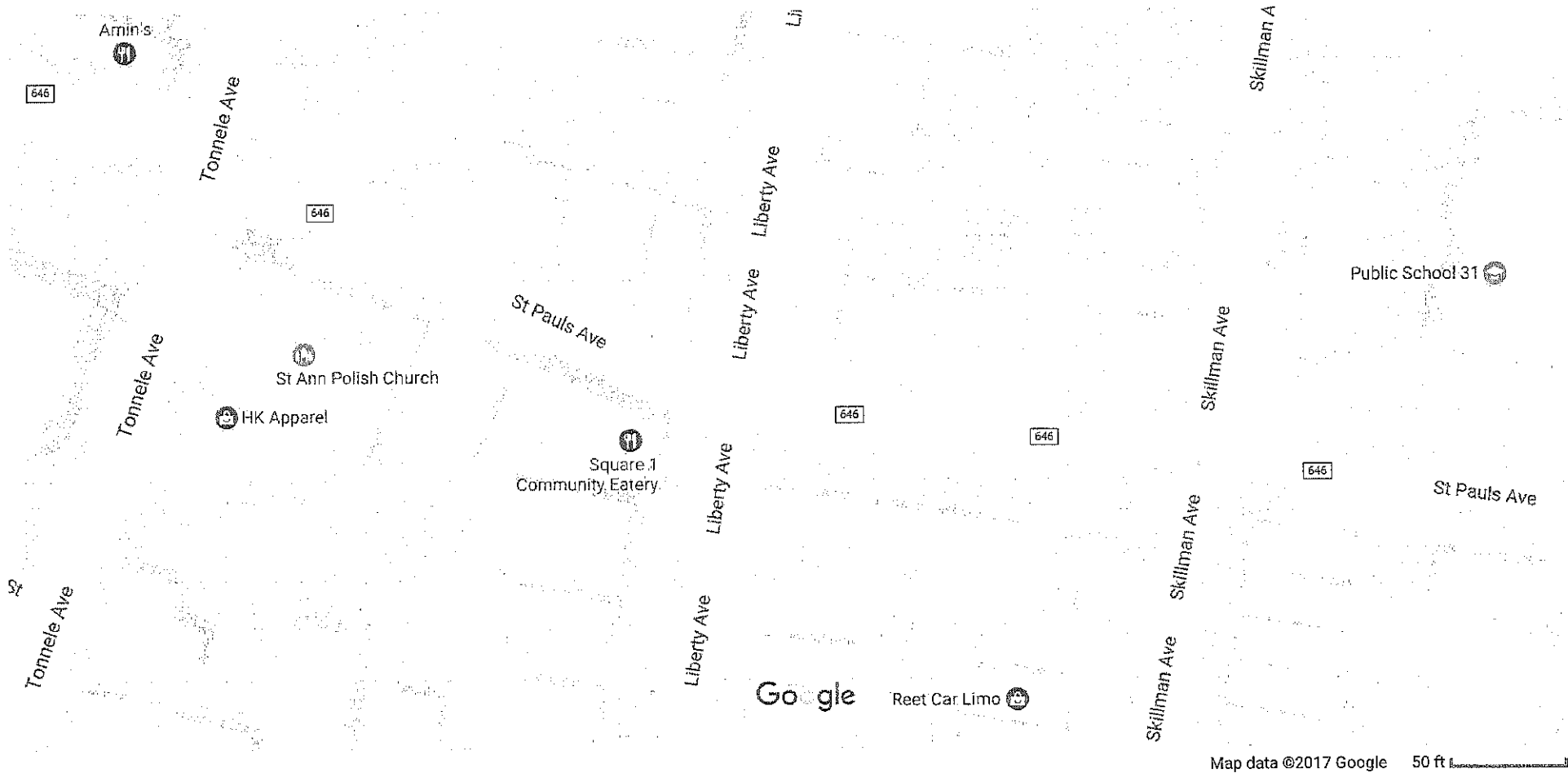
Signature of Department Director



Date



Date



Ordinance of the City of Jersey City, N.J.



ORDINANCE NO. Ord. 17-100
TITLE: 3.C JUL 19 2017 4.C

AUG 16 2017

An ordinance supplementing Chapter 332 (Vehicles and Traffic) Article II (Traffic Regulations) Section 332-9 (Stop Intersections) of the Jersey City Traffic Code designating Liberty Avenue and St. Paul's Avenue as a multi-way stop intersection.

RECORD OF COUNCIL VOTE ON INTRODUCTION JUL 19 2017 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING AUG 16 2017 9-0											
Councilperson <u>OSBORNE</u> moved, seconded by Councilperson <u>WATTERMANN</u> to close P.H.											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote N.V.--Not Voting (Abstain)

SPEAKERS:

YVONNE BALCER

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
Councilperson _____ moved to amend* Ordinance, seconded by Councilperson _____ & adopted											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
GADSDEN				OSBORNE				WATTERMANN			
BOGGIANO				ROBINSON				LAVARRO, PRES.			

RECORD OF FINAL COUNCIL VOTE AUG 16 2017 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote N.V.--Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on JUL 19 2017
AUG 16 2017
Adopted on second and final reading after hearing on _____

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on AUG 16 2017

Robert Byrne
Robert Byrne, City Clerk

*Amendment(s):

APPROVED:

Rolando R. Lavarro, Jr.
Rolando R. Lavarro, Jr., Council President

Date AUG 16 2017

APPROVED:

Steven M. Fulop
Steven M. Fulop, Mayor

Date AUG 17 2017

Date to Mayor AUG 17 2017

City Clerk File No. Ord. 17-101

Agenda No. 3. D 1st Reading

Agenda No. 4. D. 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 17-101

TITLE: AN ORDINANCE SUPPLEMENTING CHAPTER 332 (VEHICLES AND TRAFFIC) OF THE JERSEY CITY TRAFFIC CODE ARTICLE II (TRAFFIC REGULATIONS) AMENDING SECTION 332-9 (STOP INTERSECTIONS) DESIGNATING BOTH MARTORANO WAY AND CARBON PLACE AND MARTORANO WAY AND FISK STREET AS A STOP INTERSECTION

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

1. Chapter 332 (Vehicles and Traffic) Article II (Traffic Regulations) Section 332-9 (Stop Intersections) of the Jersey City Traffic Code is hereby supplemented as follows:

Section: 332-9 Stop Intersections.

The Intersections listed below are hereby designated as stop intersections. Stop signs shall be installed as provided therein.

Street 1 (Stop Sign On)	Direction of Travel	Street 2 (At Intersection)
<u>Martorano Way</u>	<u>South</u> <u>North</u>	<u>Carbon Pl</u> <u>Fisk St</u>

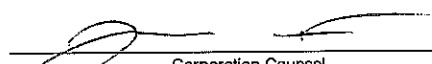
2. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
3. This ordinance shall be a part of the Jersey City Code as though codified and incorporated in the official copies of the Jersey City Code.
4. This ordinance shall take effect at the time and in the manner as prescribed by law.
5. The City Clerk and the Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.


NOTE: All the material to be inserted is new and underscored.

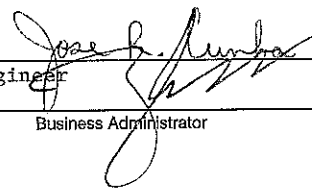
AV:pcl
(06.22.17)

APPROVED: 
Director of Traffic & Transportation

APPROVED AS TO LEGAL FORM


Corporation Counsel

APPROVED: 
Municipal Engineer

APPROVED: 
Business Administrator

Certification Required ☐

Not Required ☐

ORDINANCE FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance

AN ORDINANCE SUPPLEMENTING CHAPTER 332 (VEHICLES AND TRAFFIC) OF THE JERSEY CITY TRAFFIC CODE ARTICLE II (TRAFFIC REGULATIONS) AMENDING SECTION 332-9 (STOP INTERSECTIONS) DESIGNATING BOTH MARTORANO WAY AND CARBON PLACE AND MARTORANO WAY AND FISK STREET AS A STOP INTERSECTION

Initiator

Department/Division	Administration	Engineering, Traffic and Transportation
Name/Title	Andrew Vischio, P.E. at the request of Mayor Fulop	Director of Traffic & Transportation
Phone/email	201.547.4419	AVischio@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

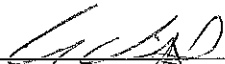
Ordinance Purpose

Designate Martorano Way at Carbon Pl as a "stop" intersection, stopping Martorano Way.

Designate Martorano Way at Fisk St as a "stop" intersection, stopping Fisk St.

The Martorano Way approaches to both roadways currently operate as de-facto stop approaches as both intersections are 3-way intersections or "T-intersections". Designating Martorano Way at each of these intersections as a "stop" street, in conjunction with appropriate signage and striping, will increase traffic safety.

I certify that all the facts presented herein are accurate.



Director of Traffic & Transportation



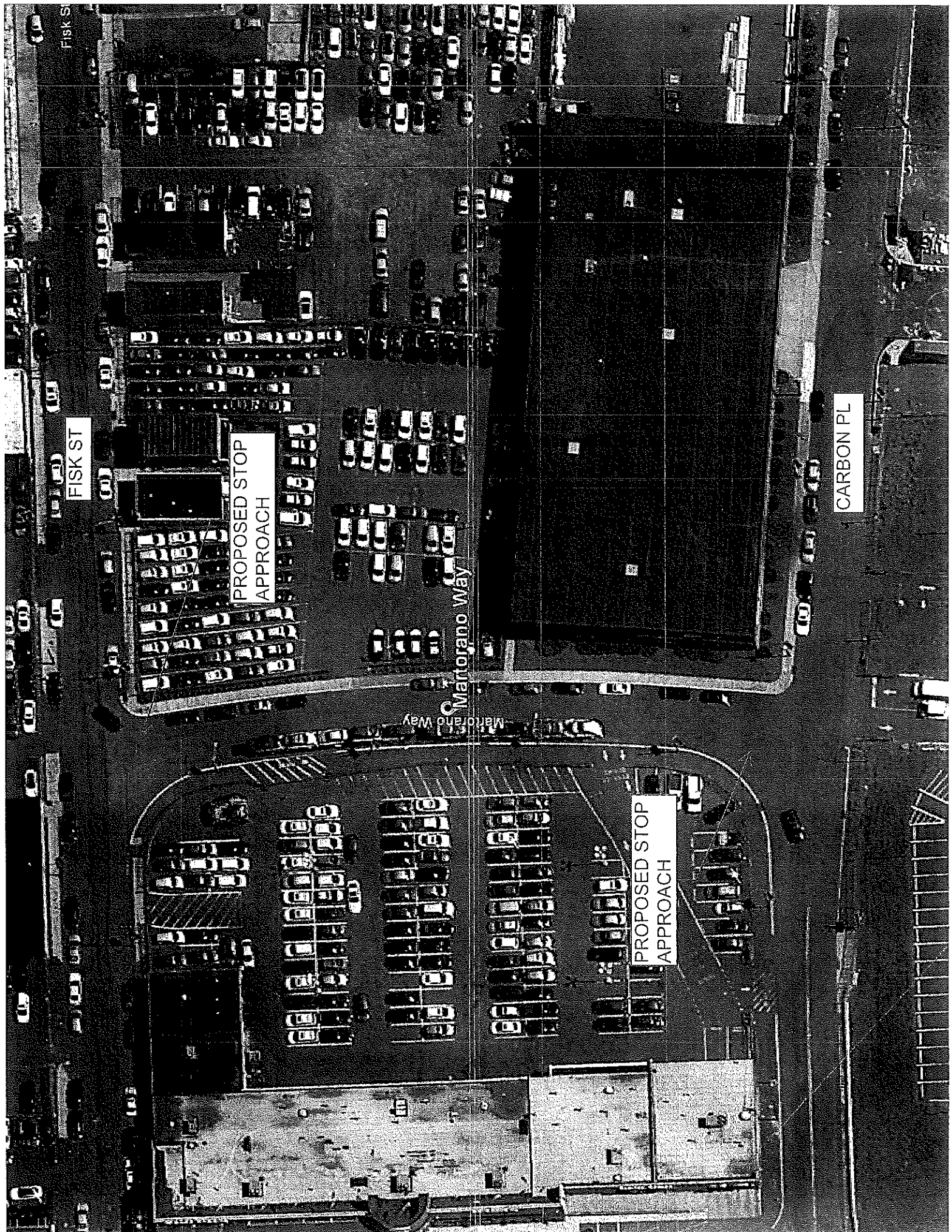
Signature of Department Director

6/23/17

Date

7/12/17

Date



Ordinance of the City of Jersey City, N.J.



ORDINANCE NO. Ord. 17-101
 TITLE: 3.D JUL 19 2017 4.D **AUG 16 2017**

An ordinance supplementing Chapter 332 (Vehicles and Traffic) of the Jersey City Traffic Code Article II (Traffic Regulations) amending Section 332-9 (Stop Intersections) designating both Martorano Way and Carbon Place and Martorano Way and Fisk Street as a stop intersection.

RECORD OF COUNCIL VOTE ON INTRODUCTION JUL 19 2017 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING AUG 16 2017 9-0											
Councilperson <u>WATTERMANN</u> moved, seconded by Councilperson <u>OSBORNE</u> to close P.H.											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

SPEAKERS:

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
Councilperson _____ moved to amend* Ordinance, seconded by Councilperson _____ & adopted											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
GADSDEN				OSBORNE				WATTERMANN			
BOGGIANO				ROBINSON				LAVARRO, PRES.			

RECORD OF FINAL COUNCIL VOTE AUG 16 2017 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on **JUL 19 2017**
 Adopted on second and final reading after hearing on **AUG 16 2017**

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on **AUG 16 2017**

Robert Byrne, City Clerk

*Amendment(s):

APPROVED:

Rolando R. Lavarro, Jr., Council President

Date **AUG 16 2017**

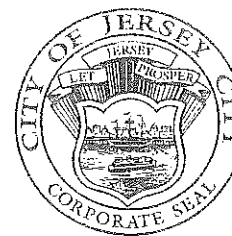
APPROVED:

Steven M. Fulop, Mayor

Date **AUG 17 2017**

Date to Mayor **AUG 17 2017**

City Clerk File No. Ord. 17-102
Agenda No. 3.E 1st Reading
Agenda No. 4.E 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 17-102
AN ORDINANCE SUPPLEMENTING CHAPTER 332 (VEHICLES AND TRAFFIC) ARTICLE
TITLE: XIII (PARKING, STANDING AND STOPPING) SECTIONS 332-22 (NO PARKING ANY TIME)
REPEALING THE NO PARKING PROHIBITION ON THE EAST SIDE OF GARFIELD
AVENUE ADJACENT TO BERRY LANE PARK AND SECTION 332-31 (PARKING
RESTRICTIONS FOR STREET CLEANING PURPOSES) DESIGNATING PARKING
RESTRICTIONS FOR STREET CLEANING PURPOSES ON THE EAST SIDE OF GARFIELD
AVENUE ADJACENT TO BERRY LANE PARK, MONDAY, WEDNESDAY AND FRIDAY, 8:00
A.M. TO 10:00 A.M.

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

1. Chapter 332 (Vehicles and Traffic) Article XIII (Parking, Standing and Stopping) of the Jersey City Code is hereby supplemented as follows:

Section 332-22 Parking prohibited at all times
No person shall park a vehicle at any time upon any of the streets, or parts thereof, listed below.

Name of Street	Side	Limits
Garfield Av	West	Carteret Av to Union St Communipaw Av to Grand St Bidwell Av to Myrtle Av
	East	[Cator Av to Grand St] Cator Av to 150 ft south of the projected south east curb line of Union St 1000 ft north of the projected north east curb line of Union St to Communipaw Av

Section 332-31 Parking restrictions for street cleaning purposes.
No person shall park a vehicle upon any of the streets or sides of the streets either in whole or in part, during the hours of the days listed below.

Name of Street	Side	Days of the Week	Hours	Limits
Garfield Av	East	M - Th	8:00 am to 10:00 am	Grand St to Communipaw Av
	West	Tu - F	8:00 am to 10:00 am	
	West	W - Sat	9:00 am to 11:00 am	Communipaw Av to Bidwell Av 150 ft South of the projected southeast curb line of Union St to a point 1200 ft northerly
	East	M-W-F	8:00 am to 10:00 am	
	East	M - Th	8:00 am to 10:00 am	Bidwell Av to Danforth Av
	West	Tu - F	8:00 am to 10:00 am	
	East	M - Th	3:00 pm to 5:00 pm	Danforth Av to Bayonne City Line
	West	Th - F	3:00 pm to 5:00 pm	

AV:pci
(07.07.17)

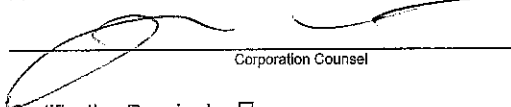
2. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
3. This ordinance shall be a part of the Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
4. This Ordinance shall take effect at the time and in the manner as provided by law.
5. The City Clerk and Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.


NOTE: All new material to be inserted is underscored; material to be repealed is in *[brackets]*.

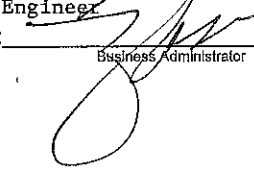
AV:pcj
(07.07.17)

APPROVED: 
Director of Traffic & Transportation

APPROVED AS TO LEGAL FORM


Corporation Counsel

APPROVED: 
Municipal Engineer

APPROVED: 
Business Administrator

Certification Required ☐

Not Required ☐

ORDINANCE FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance

AN ORDINANCE SUPPLEMENTING CHAPTER 332 (VEHICLES AND TRAFFIC) ARTICLE XIII (PARKING, STANDING AND STOPPING) SECTIONS 332-22 (NO PARKING ANY TIME) REPEALING THE NO PARKING PROHIBITION ON THE EAST SIDE OF GARFIELD AVENUE ADJACENT TO BERRY LANE PARK AND SECTION 332-31 (PARKING RESTRICTIONS FOR STREET CLEANING PURPOSES) DESIGNATING PARKING RESTRICTIONS FOR STREET CLEANING PURPOSES ON THE EAST SIDE OF GARFIELD AVENUE ADJACENT TO BERRY LANE PARK, MONDAY, WEDNESDAY AND FRIDAY, 8:00 A.M. TO 10:00 A.M.

Initiator

Department/Division	Administration	Engineering, Traffic and Transportation
Name/Title	Andrew Vischio, P.E. at the request of Frank Lamparelli, Director of Sanitation, Department of Public Works	Director of Traffic & Transportation
Phone/email	201.547.4419	AVischio@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Ordinance Purpose

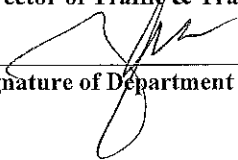
With the construction of Berry Lane Park, the section of Garfield Avenue, adjacent to the Park, was widened to allow for parking.

Therefore, this Ordinance has been proposed repealing the “no parking any time” parking prohibition on the east side of Garfield Avenue, adjacent to Berry Lane Park. And since parking will now be permitted, legislation has also been proposed designating the days and hours that the parking will be prohibited for street cleaning purposes, Monday, Wednesday and Friday, 8:00 a.m. to 10:00 a.m.

I certify that all the facts presented herein are accurate.



Director of Traffic & Transportation



Signature of Department Director

7/7/17

Date

7/12/17

Date



Garfield Ave

Southern Limit

Union St

Bramhall Ave

Northern Limit

300 ft

Google Earth

© 2017 Google

Ordinance of the City of Jersey City, N.J.



ORDINANCE NO. Ord. 17-102
TITLE: 3.E JUL 19 2017 4.E

AUG 16 2017

An ordinance supplementing Chapter 332 (Vehicles and Traffic) Article XIII (Parking, Standing and Stopping) Sections 332-22 (No Parking Any Time) repealing the No Parking Prohibition on the East Side of Garfield Avenue adjacent to Berry Lane Park and Section 332-31 (Parking Restrictions for Street Cleaning Purposes) designating parking restrictions for street cleaning purposes on the east side of Garfield Avenue adjacent to Berry Lane Park, Monday, Wednesday and Friday, 8:00 a.m. to 10:00 a.m.

RECORD OF COUNCIL VOTE ON INTRODUCTION

JUL 19 2017 9-0

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING

AUG 16 2017 9-0

Councilperson RIVERA moved, seconded by Councilperson WATTERMAN to close P.H.

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

SPEAKERS:

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY

Councilperson _____ moved to amend* Ordinance, seconded by Councilperson _____ & adopted

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
GADSDEN				OSBORNE				WATTERMAN			
BOGGIANO				ROBINSON				LAVARRO, PRES.			

RECORD OF FINAL COUNCIL VOTE

AUG 16 2017 9-0

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on **JUL 19 2017**

Adopted on second and final reading after hearing on **AUG 16 2017**

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on **AUG 16 2017**

Robert Byrne, City Clerk

*Amendment(s):

APPROVED:

Rolando R. Lavarro, Jr., Council President

Date **AUG 16 2017**

APPROVED:

Steven M. Fulop, Mayor

Date **AUG 17 2017**

Date to Mayor **AUG 17 2017**

City Clerk File No. Ord. 17-103

Agenda No. 3. F 1st Reading

Agenda No. 4. F. 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 17-103

TITLE: ORDINANCE OF THE CITY OF JERSEY CITY TO AMEND CHAPTER 84 -22 OF THE CITY CODE TO CREATE A SPECIAL EVENT EXCEPTION TO ALLOW SALE AND CONSUMPTION OF ALCOHOLIC BEVERAGES ON GOLF FACILITIES AS DEFINED UNDER N.J.A.C. 13:2-5.3 ON SUNDAYS DURING ANY GOLF TOURNAMENT OR SPECIAL EVENT DIRECTLY RELATED TO PLAYING GOLF FROM 10:00 A.M. to 2:00 A.M.

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

WHEREAS, pursuant to Chapter 84-22 of the City Code, sale of alcohol for consumption upon the licensed premises in any area outside the Downtown Restaurant Overlay Zone is restricted on Sundays between the hours of 12:00 p.m. and 2:00 a.m.; and

WHEREAS, WA Golf Company, LLC t/a Liberty National Golf Club ("Liberty") is a licensed facility under N.J.S.A. 33:1-12.; and

WHEREAS, the regulations of the New Jersey Division of Alcoholic Beverage Control (N.J.A.C. 13:2-5.3) permit special plenary retail consumption licenses for golf facilities subject to hours of operation established by municipal ordinance; and

WHEREAS, Liberty is seeking to extend the hours of alcohol sale and consumption on its licensed premises on Sundays by two hours and begin service of alcohol at 10:00 a.m. in order to accommodate a special golf tournament being held on the premises; and

WHEREAS, the City of Jersey City has agreed to create a special event exception to allow sale and consumption of alcoholic beverages at golf facilities on Sundays from 10:00 a.m. to 2:00 a.m.

NOW, THEREFORE, BE IT ORDAINED by the Council of Jersey City that Chapter 84, Article I, shall be amended to read:

ARTICLE I

Plenary Retail Consumption and Distribution Licenses

§84-1 through § 84-21: NO CHANGE

§84-22 Plenary Retail Consumption Licenses; additional restrictions.

A. The holder of a plenary retail consumption license shall be entitled, subject to rules and regulations, to:

- (1) Sell for consumption on the licensed premises any alcoholic beverage by the glass or open receptacle.
- (2) Sell all alcoholic beverages in original containers for consumption off the premises between the hours of 9:00 a.m. and 10:00 p.m. only.

(3) Sell wine and malt alcoholic beverages in original containers for consumption off the premises during permitted business hours.

B. No holder of a plenary retail consumption license shall conduct the licensed business or suffer or permit any person, except the licensee and the licensee's actual employees and agents, in or upon the licensed premises during other than the hours indicated. Hotels, restaurants, and other operating businesses on the same licensed premises, other than for the sale of alcoholic beverages, may keep said premises open after the hours herein specified for the conduct of such other business only. There may be no glasses containing alcoholic beverages or open receptacles containing alcoholic beverages in or upon the licensed premises after the hours herein specified.

(1) Outside the Restaurant Overlay Zone:

- (a) Monday through Thursday, inclusive: 6:00 a.m. to 2:00 a.m. the following day;
- (b) Fridays and Saturdays: 6:00 a.m. to 3:00 a.m. the following day;
- (c) Sundays 12:00 noon to 2:00 a.m.; and
- (d) New Year's Eve; the opening hours herein specified to 4:00 of the following day.
- (e) As to golf facilities defined by N.J.A.C. 13:2-5.3 the hours of operation during any golf tournament or special event directly related to playing golf on Sunday shall be from 10:00 a.m. to 2:00 a.m.

§84-22 Enforcement and Penalties.

The provisions of this article shall be enforced by the Jersey City Board of Alcoholic Beverage Control.

All penalties shall be governed by N.J.A.C. 13:2-19.11

Severability.

If any provision of this Ordinance or application thereof to any person or circumstance is judged invalid, the invalidity shall not affect other provisions or applications of the Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

- A. All Ordinances and parts of Ordinances inconsistent herewith are hereby repealed.
- B. This Ordinance shall be part of the Jersey City Code as though codified and fully set forth therein. The City shall have this Ordinance codified and incorporated in the official copies of the Jersey City Code.
- C. This Ordinance shall take effect on September 1, 2017.
- D. The City Clerk and the Corporation Counsel be and hereby are authorized and directed to change any chapter numbers, article numbers and section numbers in the event the codification of this Ordinance reveals that there is conflict between those numbers and the existing code.

NOTE: All new material is underlined; words ~~struck through~~ are omitted.
For purposes of advertising only, new matter is **boldface** and repealed by *italics*.

APPROVED AS TO LEGAL FORM

Joanne Monahan
for Corporation Counsel

APPROVED:

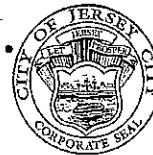
APPROVED:

Business Administrator

Certification Required ☐

Not Required ☒

Ordinance of the City of Jersey City, N.J.



ORDINANCE NO. Ord. 17-103
TITLE: 3.F JUL 19 2017 4.F AUG 16 2017

Ordinance of the City of Jersey City to amend Chapter 84-22 of the City Code to create a special event exception to allow sale and consumption of Alcoholic Beverages on golf facilities as defined under N.J.A.C.13:5.3 on Sundays during any golf tournament or special event directly related to playing golf from 10:00 a.m. to 2:00 a.m.

RECORD OF COUNCIL VOTE ON INTRODUCTION JUL 19 2017 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING AUG 16 2017 9-0											
Councilperson <u>WATTERMANN</u> moved, seconded by Councilperson <u>LAVARRO</u> to close P.H.											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

SPEAKERS:

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
Councilperson _____ moved to amend* Ordinance, seconded by Councilperson _____ & adopted											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
GADSDEN				OSBORNE				WATTERMANN			
BOGGIANO				ROBINSON				LAVARRO, PRES.			

RECORD OF FINAL COUNCIL VOTE AUG 16 2017 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on JUL 19 2017
Adopted on second and final reading after hearing on AUG 16 2017

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on AUG 16 2017

Robert Byrne, City Clerk

*Amendment(s):

APPROVED:

Rolando R. Lavarro, Jr., Council President

Date AUG 16 2017

APPROVED:

Steven M. Fulop, Mayor

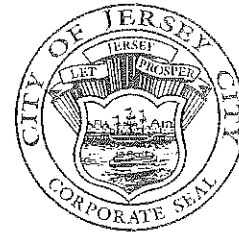
Date AUG 17 2017

Date to Mayor AUG 17 2017

City Clerk File No. Ord. 17-104

Agenda No. 3G 1st Reading

Agenda No. 4.G. 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 17-104

TITLE:

AN ORDINANCE REPEALING CHAPTER 304, (TAXATION), ARTICLE VII (CONSTRUCTION PROJECT LABOR AGREEMENTS) AND ADOPTING A NEW VERSION

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

WHEREAS, Jersey City has seen unprecedented new development over the last two decades resulting in thousands of new residents, a burgeoning skyline and new neighborhoods; and

WHEREAS, the pace of new construction will likely increase in the foreseeable future; and

WHEREAS, these developments have created thousands of construction jobs throughout the years with the promise of thousands more construction jobs to be created in the future; and

WHEREAS, despite the creation of so many construction jobs, and despite the fact that so many minority and women residents of Jersey City are in need of work, minority and women residents of Jersey City have been under-represented in the local construction industry; and

WHEREAS, in 2007, the Municipal Council passed Ordinance 07-123, subsequently amended by Ordinances 12-051 and 14-052, and codified as Chapter 304, Article VII of the Municipal Code, requiring that the developer of any tax abated project that has a Total Construction Cost equal to or in excess of, twenty-five million dollars (\$25 million), excluding any land acquisition costs, must execute a Project Labor Agreement ("PLA"); and

WHEREAS, the Municipal Council adopted Ordinance 07-123 because it believed that PLAs would help low-income, minority and women residents of Jersey City gain access to careers in construction trades; and

WHEREAS, in the ten years since the adoption of Ordinance 07-123, the overwhelming body of evidence suggests that mandating PLAs on certain large-scale construction projects has not resulted in a substantial increase in the number of minority and women residents working in the local construction trade; and

WHEREAS, Associated Builders & Contractors, a national trade association, filed a lawsuit against the City on August 29, 2014, challenging the City's PLA Ordinance on the grounds that it was barred by the dormant Commerce Clause of the U.S. Constitution and was preempted by the National Labor Relations Act, ("NLRA") and the Employee Retirement Income Security Act ("ERISA"); and

WHEREAS, the legal challenge to the City's Ordinance hinged on whether or not the City acted as a market participant or a market regulator as per the two-part test set forth in the matter of Hotel Emples. & Rest. Emples. Union, Local 57 v. Sage Hospitality Res., LLC, 390 F.3d 206 (2004); and

WHEREAS, in Hotel Emples. & Rest. Emples. Union, Local 57 v. Sage Hospitality Res., LLC, the Court held that a City cannot impose labor restrictions on a private developer's project as a condition of that developer accepting a tax incentive if the City is merely acting as a market regulator, but, if a City acts as a market participant, meaning that the City has a proprietary interest in the developer's project, such as if the City was a financial investor in the project, then

AN ORDINANCE REPEALING CHAPTER 304, (TAXATION), ARTICLE VII (CONSTRUCTION PROJECT LABOR AGREEMENTS) AND ADOPTING A NEW VERSION

the City could impose labor restrictions as a condition of the developer accepting a tax incentive; and

WHEREAS, the Court in Hotel Emples. & Rest. Emples. Union, Local 57 v. Sage Hospitality Res., LLC, held that the City of Pittsburgh, PA could require, by ordinance, that a private developer building a hotel in the City enter into an agreement with a union because the City of Pittsburgh, through its Redevelopment Authority, had helped to finance the developer's project with municipal bonds thus making the City of Pittsburgh a participant in the project; and

WHEREAS, on June 15, 2017, United States District Judge Susan D. Wigenton ruled in favor of Associated Builders & Contractors and enjoined Jersey City from enforcing its PLA Ordinance as it is currently written holding that Jersey City had been operating as a market regulator when it imposed its PLA requirement and not a market participant, and therefore it could not compel developers to enter into a PLA as a condition of receiving a tax abatement; and

WHEREAS, it is therefore in the City's best interest to amend Chapter 304, Article VII to ensure that the City's policy of requiring PLAs on certain tax abated projects is consistent with the Court's ruling in Associated Builders & Contractors v City of Jersey City and Hotel Emples. & Rest. Emples. Union, Local 57 v. Sage Hospitality Res., LLC, and require PLAs only for those projects with a Total Construction Cost that is equal to or exceeds twenty-five million dollars (\$25,000,000.00), exclusive of any land acquisition costs, and which receive (1) a tax exemption pursuant to N.J.S.A. 40A:20-1 et. seq. or N.J.S.A. 40A:21-1, et seq., and (2) receives some form of Redevelopment Area Financing such as an Affordable Housing Trust Fund Grant, a Community Block Development Grant, or a Redevelopment Area Bond; and

WHEREAS, it is also in the City's best interest to amend Chapter 304, Article VII to require that all future PLAs include firm hiring goals in order to ensure that minority and women Jersey City residents are actually hired to work on projects subject to PLAs and which receive a tax abatement and some form of Redevelopment Area Financing; and

WHEREAS, the City finds that that twenty percent (20%) of the total Labor-Person Hours performed by the Labor Organizations on PLA projects should be performed by minorities or women who are also residents of Jersey City; and

WHEREAS, it is in the City's best interest to establish clear compliance and reporting benchmarks as well as establish remedies for non-compliance; and

WHEREAS, these benchmarks should be expressed in the City's model Project Labor Agreement, a draft of which attached as "Exhibit A", specifically Articles 4 & 14, and in a Memorandum of Understanding with the Hudson County Building and Construction Trades Council, a draft of which attached as "Exhibit B"; and

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that Chapter 304, (Taxation) Article VII (Construction Project Labor Agreements) be repealed in its entirety and that the following Ordinance is hereby adopted:

**CHAPTER 304
TAXATION**

ARTICLE VII, CONSTRUCTION PROJECT LABOR AGREEMENTS, is hereby repealed in its entirety.

**ARTICLE VII
CONSTRUCTION PROJECT LABOR AGREEMENTS**

§304-33. - Definitions.

To effectuate the purposes of this Article, these terms shall have the following meanings:

1. APPRENTICE means a worker who participates in a program registered by the Bureau of Apprenticeship and Training of the U.S. Department of Labor, ("DOL") or an apprenticeship equivalent program either approved and funded by the New Jersey Department of Labor as of January 1, 2003, who takes a construction apprenticeship test, and receives benefits and pay not less than those received by an apprentice.
2. AFFORDABLE HOUSING GRANT means a form of Redevelopment Area Financing involving a disbursement of monies from the City's Affordable Housing Trust Fund to a Developer, given in order to ensure the inclusion of on-site affordable housing at the Developer's Project, for the duration of the tax exemption.
3. APPRENTICESHIP PROGRAM means an apprenticeship program and registered by the Bureau of Apprenticeship and Training of the U.S. Department of Labor or an apprenticeship equivalent program as that term is used by the State of New Jersey in the Abbot Project Labor Agreement either approved and funded by the New Jersey Department of Labor as of January 1, 2003.
4. CITY OF JERSEY CITY means the Mayor, the Municipal Council, the Corporation Counsel, and/or the Business Administrator of the City of Jersey City, or any of their designees.
5. COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) means a form of Redevelopment Area Financing which provides monies that can be used to revitalize neighborhoods, expand affordable housing and economic opportunities, and/or improve community facilities.
6. CRAFT EMPLOYEE means a person employed in a Trade as defined herein at either the Apprentice or Journeyman level.
7. DEVELOPER means an entity that is developing a project that has a Total Construction Cost that is equal to, or in excess of, twenty-five million dollars (\$25,000,000.00), exclusive of any land acquisition costs, and has received (1) a tax exemption pursuant to N.J.S.A. 40A:20-1 et. seq. (the Long-Term Tax Exemption Statute) or a tax exemption pursuant to N.J.S.A. 40A:21-1, et seq., (the Five-Year Tax Exemption Statute) and (2) is a recipient of some form of Redevelopment Area Financing (RAF) such as, but not limited to, a Redevelopment Area Bond ("RAB") pursuant to N.J.S.A. 40A:12A-64, et seq. or any other form of municipal financing/funding such as an Affordable Housing Trust Fund Grant, a Community Development Block Grant (CDBG), a direct payment to the Developer by the City in the form of rent, or (3) if the entity is the recipient of a construction contract awarded by the City for a Public Construction Project.
8. FINAL CERTIFICATE OF OCCUPANCY means the certificate that is issued by the Office of the Construction Official from the Department of Housing, Economic Development & Commerce upon completion of the project indicating that the structure is ready for occupancy.
9. JOURNEYMAN means a skilled worker who is a member of a Labor Organization and who has successfully completed an official apprenticeship qualification in a building trade or craft.
10. LABOR ORGANIZATION means an organization which represents, for purposes of collective bargaining, employees trained in a particular Trade, involved in the performance of public construction project or RAF project that has the present ability to refer, provide or represent sufficient numbers of qualified employees to perform the contracted work and has an apprenticeship program.
11. LABOR PERSON HOURS means the number of hours worked multiplied by the number of employees performing such work.
12. MINORITY means any person who is identified as Black, Asian, Hispanic, or American Indian as codified in N.J.A.C. 17:27-2.1.
13. MINORITY/WOMEN-OWNED BUSINESS ENTERPRISE (MWBE) means (1) a business in which the Principal is a Minority as defined herein, or a woman (2) a business in which at least fifty-one percent (51%) of the ownership interest is held by a Minority as defined herein, or by a woman and the management and daily business operations are controlled by one or more of the Minorities or women who own it; or (3) a corporation or other business entity authorized under the laws of New Jersey whose management and daily business operations are controlled by one or more of the

Minorities or women who own it, and which at least fifty-one percent (51%) of the corporation is owned by one or more Minorities or women, and if stock is issued, at least fifty-one percent (51%) of the stock is owned by one or more Minorities or women.

14. **PRINCIPAL** means any officer, director, or individual who directly or indirectly holds any beneficial interest in or ownership of the securities of the business and/or any employee of the business who is empowered by title or by explicit assignment to authorize the procurement, purchase, or contracting of equipment, goods, services, or supplies whatsoever involving an expenditure of \$ 1,000.00 or greater.
15. **PROJECT COMPLETION** means the determination by the City that the project, in whole or in part, is ready for the use intended, which ordinarily shall mean the date on which the project receives its Final Certificate of Occupancy.
16. **PROJECT LABOR AGREEMENT (PLA)** means a contract between a Labor Organization and a Developer for construction jobs that contains at a minimum the requirements set forth in this Chapter.
17. **PUBLIC CONSTRUCTION PROJECT** means any construction contract entered into by the City using public funds, the total cost of which is equal to or exceeds five million dollars (\$5,000,000.00), exclusive of any land acquisition costs.
18. **REDEVELOPMENT AREA BOND** means a form of Redevelopment Area Financing whereby the City sells bonds pursuant to N.J.S.A. 40A:12A-64, et seq. (the "RAB Law") in order to fund infrastructure improvements and other Project costs.
19. **REDEVELOPMENT AREA FINANCING ("RAF") PROJECT** means a project that has a Total Construction Cost that is equal to or exceeds twenty-five million dollars (\$25,000,000.00), exclusive of any land acquisition costs, which and receives (1) a tax exemption pursuant to N.J.S.A. 40A:20-1 et. seq. or N.J.S.A. 40A:21-1, et seq., and (2) receives some form of Redevelopment Area Financing such as an Affordable Housing Trust Fund Grant, a Community Block Development Grant, or a Redevelopment Area Bond.
20. **RESIDENT** means any person who currently lives in Jersey City and who has lived in Jersey C Jersey City for the previous twelve (12) months.
21. **SUBSTANTIAL COMPLETION** means any construction project that is not completed but is near completion by virtue of the project receiving a Temporary Certificate of Occupancy from the Office of the Construction Official of the Department of Housing, Economic Development & Commerce.
22. **TEMPORARY CERTIFICATE OF OCCUPANCY** means a certificate that is issued by the Office of the Construction Official when a project has been substantially completed provided that such portion or portions may be occupied safely prior to full completion of the building or structure without endangering health or safety.
23. **TOTAL CONSTRUCTION COST** means all costs, including infrastructure, excluding only land acquisition costs, incurred to construct a project through the date of completion, that is, the date the Final Certificate of Occupancy is issued. Total Construction Cost shall generally be determined in accordance with the industry standard of Marshall and Swift Valuation, but including the cost of piling and soil compaction. Total Construction Cost must include any construction cost constituting as an element of Total Project Cost under N.J.S.A. 40A:20-3(h)(4).
24. **TRADE** means a skilled job, typically one requiring manual skills and special training, such as carpentry, masonry, and plastering, that are primarily concerned with the construction and finishing of buildings.
25. **WOMAN or WOMEN** means a female or females, regardless of race.

§304-34. - Project Labor Agreements required; General Terms.

All Redevelopment Area Financing (RAF) Projects as defined herein and all requests for proposals, specifications and final contracts for Public Construction Projects, which exceed five million dollars (\$5,000,000.00), exclusive of any land acquisition costs, shall require the execution of a Project Labor Agreement that complies with the requirements of this Article. The Business Administrator may, having taking into consideration the nature, size and

complexity of the project, determine that a Project Labor Agreement is not required. In all cases where a Project Labor Agreement is utilized, it must advance the interests of the City, including cost, efficiency, quality, time lines, and need for a skilled labor force and safety.

All Project Labor Agreements shall contain the following terms:

1. A guarantee that there will be no strikes, lock-outs, or other similar actions;
2. Procedures to insure the effective, immediate, and mutually binding resolutions of jurisdictional and labor disputes arising before the completion of the work;
3. A provision to bind all contractors and subcontractors on the project in all relevant documents;
4. Evidence that each contractor and subcontractor working on the project has a local Federally-registered apprenticeship program;
5. Conformity with all statutes, regulations and City ordinances regarding the implementation of the City's goals for women and Minority-owned businesses;
6. Conformity with all statutes, regulations and City ordinances regarding the implementation of the City's goals for women-owned and Minority-owned businesses including a provision consistent with the holding of *City of Richmond v. J.A. Croson Co.*, 488 U.S. 469 (1989) that there be appropriate goals for the hiring of Minorities and women. Specifically, that twenty percent (20%) of the total Labor-Person Hours performed by the Labor Organizations are performed by Minorities or women who are also residents of Jersey City. Included in this 20% shall be Craft Employees of all skill levels including Apprentices and Journeymen.

- i. A Developer that contracts with a MWBE owned by a Jersey City Resident(s) on a Jersey City PLA Project is eligible to receive a credit of fifty percent (50%) of the total Labor-Person Hours performed by that MWBE on the PLA Project. This credit can be applied toward the total number of Minority or Woman Labor Person Hours required on the Project.

A Developer that contracts with a MWBE not owned by a Jersey City Resident(s) on a Jersey City PLA Project is eligible to receive a credit of 25 percent (25%) of the total Labor-Person Hours performed by that MWBE on the PLA Project. This credit can be applied toward the total number of Minority or woman Labor Person Hours required on the Project.

- ii. The Minority and/or women hour requirement can be satisfied if the Developer partners with, shares profits with, or forms a corporation for the purposes of development with, a recognized MWBE, owned by a Jersey City Resident(s) and that MWBE receives twenty percent (20%) or more of the ownership of the Project.

A Developer is eligible to receive a credit of seventy-five percent (75%) if the Developer partners with, shares profits with, or forms a corporation for the purposes of development with, a recognized MWBE not owned by a Jersey City Resident(s) and that MWBE receives twenty percent (20%) or more of the ownership of the Project.

- iii. The Minority and/or women hour requirement can be satisfied if the General Contractor hired by the Developer partners with, forms a joint venture with, shares profits with or subcontracts with a MWBE owned by a Jersey City Resident(s) and that MWBE receives twenty percent (20%) of the total profits from the Project.

A Developer is eligible to receive a credit of seventy-five percent (75%) if the General Contractor hired by the Developer partners with, forms a joint venture with, shares profits with or subcontracts with a MWBE not owned by a Jersey City Resident(s) and that MWBE receives twenty percent (20%) of the total profits from the Project.

7. A requirement that Developers and Labor Organizations complete the following "Pre-Construction Actions":
- A. INITIAL MEETING. Prior to a Financial Agreement being executed between the City and the Developer, and prior to a Project Labor Agreement being executed between the Developer and the Labor Organizations, the Developer, the General Contractor, and a representative from the Labor Organizations must all meet with the Office of Tax Abatement & Compliance to (1) assess the General Contractor's respective workforce needs, (2) discuss the General Contractor's construction and procurement schedule, and (3) for the Office of Tax Abatement and Compliance to specify any and all procedures necessary and proper in carrying out the enlisted requirements within this Article.
 - B. PRE-CONSTRUCTION MEETING. Prior to the commencement of construction, the Developer, the General Contractor, and a representative from the Labor Organizations must all meet with the Office of Tax Abatement & Compliance to present workforce needs, which will include the job description of the positions to be filled and the duration of the project. In addition, the Developer and/or the General Contractor must provide the Office of Tax Abatement & Compliance their construction and procurement schedules. The Labor Organizations must present the Developer and the City with the names, addresses, and trades of all eligible apprentices who are available to work on the project. Additionally, the Office of Tax Abatement & Compliance shall specify any and all procedures necessary and proper in carrying out the enlisted requirements within this Article.
 - C. ADVERTISEMENT. Not more than sixty (60) days after the Initial Meeting, each Labor Organization must advertise for prospective apprentices within their respective trade. These advertisements from each Labor Organization must do the following: (1) solicit apprenticeship applications for their respective apprenticeship program, (2) describe the basic requirements for admission into their respective apprenticeship program, (3) describe the job training associated with their apprenticeship program, (4) state the date or dates for their respective apprenticeship tests, and (5) set forth the range of salaries. *All apprenticeship applications and advertisements must meet the following requirements:*

Application Requirements

- 1. *All apprenticeship applications shall include a provision that the names and contact information of all applicants shall be listed in a job-seekers database maintained by the Office of Diversity and Inclusion;*
- 2. *Applications must be made available online and must be able to be filled out and submitted digitally via a mobile browser and via a personal computer/laptop browser;*
- 3. *Applications must be able to be downloaded and printed and applications must be made available to be picked up and submitted in person at a physical location during reasonable business hours (9 A.M. to 5 P.M., Mondays through Fridays).*

Advertising Requirements

- 1. *Advertisements must be posted both online and in all newspapers regularly distributed and/or circulated within Jersey City;*
- 2. *Online advertisements, when clicked, must either direct the user to a web address to learn more or link directly to the online application form;*
- 3. *Advertisements must provide both a physical location and a web address to learn more;*

4. *All online advertisements must include relevant keywords (e.g. electrician, plumbing, etc.) to ensure that the targeted audience sees the advertisement;*
5. *Advertisements must be posted directly on LinkedIn, Indeed and GlassDoor, via sites such as ZipRecruiter or WorkConnect;*
6. *Advertisements posted through Google search ads and Google display ads or on any advertising network with similar reach, and any advertisements posted on Facebook, Twitter and Pandora, must be targeted to Jersey City zip codes;*
7. *All advertisements must run at least fourteen (14) days prior to the apprenticeship application deadline;*
8. *All proposed advertisements, regardless of whether they are in digital or in print format, must be approved by the Office of Tax Abatement & Compliance fourteen (14) days in advance of publication.*

At the conclusion of the application period, the results of the Labor Organization's advertising campaign (including, but not limited to, the total number of page views, clicks, number of application submissions, etc.) must be submitted to the Director of Tax Abatement & Compliance on forms issued by the Office of Tax Abatement & Compliance.

- D. **JOB FAIRS.** The Labor Organizations must conduct job fairs once every three months, thus four times annually. The job fairs are to be held at a location to be provided by the City in order for the Labor Organizations to explain the apprenticeship programs and solicit applications from attendees.

§304-35. – Exemptions.

Any residential project which shall maintain more than fifty (50%) percent of the entire project's gross square footage as Affordable Housing shall be exempt from the requirement of a Project Labor Agreement.

In the event an application for a RAF Financing Project contains an estimate of Total Project Cost that is less than twenty-five million dollars (\$25 million), but upon Project Completion is determined to have a Total Construction Cost equal to or exceeding twenty-five million dollars (\$25 million), then the project Service Charge shall be increased as follows:

- A. **LONG TERM TAX EXEMPTION.** By an additional two (2%) percent of Total Project Cost, or five (5%) percent of Annual Gross Revenue, as applicable; or
- B. **FIVE YEAR TAX EXEMPTION.** The phase-in for each year shall be increased by an additional ten (10%) percent or, if applicable, the improvement assessment increased by 5%.

The above increases shall be retroactive to the date of Substantial Completion and shall apply for each and every year of the entire term of the RAF Financing Project.

§304-36. - Reports and records.

- A. All Developers of RAF Projects, whether subject to a Project Labor Agreement or not, shall submit a detailed certification of the estimated Total Construction Cost with its application for any tax exemption, which shall be made available to the public.
- B. In the event construction permits are issued more than twelve (12) months have expired from the date of the adoption of the Ordinance approving the RAF

Construction Costs to ensure that the Total Construction Costs do not exceed twenty-five million dollars (\$25,000,000.00) or a Project Labor Agreement shall be required.

- C. No later than ninety (90) days following Project completion, the Developer shall submit a certification of actual Total Construction Cost certified to the City by the Project's Architect and Engineer. Total Construction Cost is subject to review by the City at the time of application and audit by the City, upon project completion.
- D. The Project Labor Agreement shall require the submission of the following reports to the Office of Tax Abatement & Compliance on the fifteenth (15th) day of each month for the previous month in a format provided by the Office of Tax Abatement & Compliance, for each year of construction until Project Completion:
 - 1. MANNING REPORT. This report which is provided by the Developer's General Contractor must accurately reflect the total work hours in each construction trade or craft and the number of hours worked by Minorities and or women, in each trade or craft, and will list separately the work hours performed by such employees of the General Contractor whom are actually performing work on the site and each of its subcontractors during the previous quarter.
 - 2. CERTIFIED PAYROLL REPORT. This certified report which is provided by the Developer's General Contractor must specify the residence, gender and ethnic/racial origin of each worker, broken down by Trade, along with their respective work hours, and the rate of pay and benefits provided.
 - 3. EQUAL EMPLOYMENT OPPORTUNITY REPORTS. The Labor Organizations must provide to the Office of Tax Abatement & Compliance copies of each of their local union reports (EEO-3) and each of their apprenticeship information reports (EEO-2), which are required to be filed with the United States Commission of Equal Employment Opportunity Commission.
 - 4. APPRENTICESHIP REPORT. This report from all of the Labor Organizations, which must be provided to the Office of Tax Abatement & Compliance each month, shall list all of the names, addresses, and contact information of all persons who were accepted into each Labor Organization's apprenticeship program. The report shall also list the names, addresses, and contact information of all City residents who were rejected for admission into each Labor Organization's apprenticeship program with the reasons for their rejection. For those City residents who failed to finish the program, the report must provide the reasons why they failed to complete the program.
 - 5. MEMBERSHIP REPORT. Every month, each Labor Organization shall provide to the Office of Tax Abatement & Compliance an accurate up-to-date number of its current membership throughout the State and a list of all of their current members, journeymen and apprentices who live in Jersey City, along with each member/journeymen/apprentice's name, address, and contact information.
 - 6. OTHER REPORTS. The Developer and/or Labor Organizations shall furnish to the City and/or the Office of Tax Abatement & Compliance any and all reports or other documents to the City as the City may reasonably request from time to time in order to carry out the purposes of this Ordinance.
 - 7. RECORDS. Records to support the work hours stated in the above reports must be maintained for a period of three (3) years after project completion. All records shall be made available to the City upon ten (10) days prior written notice.
 - 8. SITE ACCESS. Representatives of the City shall be permitted to have appropriate access to all work sites in order to monitor compliance.

§304-37. - Pre-apprenticeship training program.

1. INTER AGENCY COOPERATION. The City will solicit the support of the Jersey City Board of Education, the Hudson County Community College, the Hudson County Vo-Tech School, the Jersey City Employment and Training Program, Inc, the Jersey City Housing Authority, and other community-based organizations, including, but not limited to, *Puertorriqueños Asociados for Community Organization, Inc., (P.A.C.O.), the Jersey City Chapter of the N.A.A.C.P. and the Urban League of Hudson County*, in order to maximize participation in the apprenticeship program among eligible City residents.
2. PREPARATORY SERVICES. The City shall be responsible for the development of a program to provide all necessary preparatory services for enrolled pre-apprentices, including assistance with GED preparation, obtaining drivers license, mentoring and other supportive services for pre-apprentices. The pre-apprenticeship program shall be operated in such a manner that its successful graduates will be equipped and eligible for entry into the apprenticeship programs of a Labor Organization.
3. MONITORING. The City shall be responsible for the selection, operation and supervision of pre-apprenticeship programs that may be operated by private entities, such as the Jersey City Employment and Training Program, Inc., and shall retain authority to review and approve the curriculum and procedures used to recruit and select participants.

§304-38. - Enforcement.

1. The Office of Tax Abatement & Compliance shall be the primary office authorized to implement and enforce this Ordinance, under the supervision of the Department of Business Administration, including (1) documentation and recordkeeping requirements, (2) monitoring and compliance activities, (3) project and/or contract coverage determinations, (4) designated referral sources, (5) bid and contract documents implementing the Ordinance, and (6) other matters related to implementation of this Ordinance.
2. The Office of Tax Abatement & Compliance assesses compliance monthly during construction and for all ongoing obligations post-construction.
3. If the Office of Tax Abatement & Compliance determines that a Project is not compliant, then the Office will issue a recommendation for appropriate corrective action.
4. The Developer and all Labor Organizations affiliated with the Project shall demonstrate to the City compliance with this Ordinance. It shall not be a defense to any enforcement action taken by the City that the Developer or the Labor Organization could not obtain any item or information from any other party to the PLA. This Ordinance does not limit the Developer or the Labor Organization's ability to assess qualifications of prospective workers, to make final hiring and retention decisions. No provision of this Ordinance shall be interpreted so as to require a Developer, a Labor Organization, a General Contractor or a subcontractor to hire or retain a worker who lacks the necessary qualifications for the position in question, or to employ any particular worker regardless of qualifications.

§304-39. - Remedies.

In the event that either the Developer and/or the Labor Organization should violate this Ordinance, the City may seek any and all remedies available to it at law or equity. Such remedies include, but are not limited to, compelling the Developer and/or the Labor Organization to complete a remedial employment action plan, pay liquidated damages or the City may elect to terminate the RAF and/or the tax exemption.

§304-40. - Severability.

If any provision of this Chapter or application thereof to any person or circumstance is judged unconstitutional or otherwise invalid, the invalidity shall not affect other provisions or applications of this Chapter that can be given effect without the invalid

- A. All Ordinances and parts of Ordinances inconsistent herewith are hereby repealed.
- B. This Ordinance shall be part of the Jersey City Code as though codified and fully set forth therein. The City shall have this Ordinance codified and incorporated in the official copies of the Jersey City Municipal Code.
- C. This Ordinance shall take effect twenty (20) days after enactment.
- D. The City Clerk and the Corporation Counsel be and hereby are authorized and directed to change any chapter numbers, article numbers and section numbers in the event the codification of this Ordinance reveals that there is conflict between those numbers and the existing code.

NOTE: All material is new, therefore underlined has been omitted.

7/19/17

APPROVED AS TO LEGAL FORM

Corporation Counsel

APPROVED: _____

APPROVED: _____

Business Administrator

Certification Required ☐

Not Required ☐

ORDINANCE FACT SHEET

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

AN ORDINANCE REPEALING CHAPTER 304, (TAXATION), ARTICLE VII (CONSTRUCTION PROJECT LABOR AGREEMENTS) AND ADOPTING A NEW VERSION

Initiator

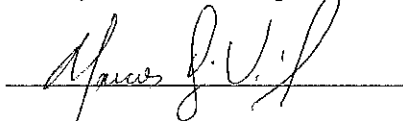
Department/Division	Mayor's Office	Mayor's Office
Name/Title	Marcos Vigil	Deputy Mayor
Phone/email	(201) 547-6542	vigilm@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Ordinance Purpose

This Ordinance repeals and replaces Chapter 304, Article VII with a new Ordinance requiring PLAs for those projects with a Total Construction Cost that is equal to or exceeds twenty-five million dollars (\$25,000,000.00), exclusive of any land acquisition costs, and which receive (1) a tax exemption pursuant to N.J.S.A. 40A:20-1 et. seq. or N.J.S.A. 40A:21-1, et seq., and (2) receives some form of Redevelopment Area Financing such as an Affordable Housing Trust Fund Grant, a Community Block Development Grant, or a Redevelopment Area Bond, and furthermore, mandates that twenty percent (20%) of the total Labor-Person Hours performed by the Labor Organizations on that PLA project be performed by Minorities or women who are also residents of Jersey City.

I certify that all the facts presented herein are accurate.



Marcos D. Vigil
Deputy Mayor

7-19-17

Date

EXHIBIT A

PROJECT LABOR AGREEMENT
COVERING CONSTRUCTION OF THE
PROJECT

ARTICLE 1
PREAMBLE

WHEREAS, _____, on behalf of
itself, and as General Contractor, ("GC") and reflecting the objectives of
_____ ("Developer") desires to provide for
the efficient, safe and timely completion of a construction project for the construction of
_____ ("the Project") located at
_____, Jersey City, New Jersey; and

WHEREAS, Chapter 304, Article VII of the Jersey City Municipal Code ("the Ordinance") requires the execution of a Project Labor Agreement ("PLA") for all projects which have received (1) a tax exemption and (2) some form of Redevelopment Area Financing ("RAF") from the City ("the RAF Project" or the "Project"); and

WHEREAS, the Developer has advised the parties that it has received a Tax Exemption pursuant to N.J.S.A. 40A:20-1 et. seq. or N.J.S.A. 40A:21-1, et seq., and Redevelopment Area Financing (RAF) in the form of a
_____;

NOW, THEREFORE, the Undersigned Parties enter into this Agreement;

SECTION 1. PARTIES TO THE AGREEMENT

This is an Agreement entered into by and between the General Contractor, the Hudson County Building and Construction Trades Council, AFL-CIO ("County Council"), on behalf of itself and its affiliated local union members, and the signatory Local Unions on behalf of themselves and their members, regardless of their affiliation with the County Council or lack thereof, provided that every such Local Union must qualify as a Labor Organization as that term is defined in the Ordinance. It is expressly agreed to that the provisions of this Agreement shall apply to and shall be binding on all contractors and subcontractors working on this Project.

ARTICLE 2

GENERAL CONDITIONS

SECTION 1. DEFINITIONS

Throughout this Agreement, the signatory Local Unions and County Council are referred to singularly and collectively as "Union(s)" or "Local Unions;" the term "Contractor(s)" shall hereinafter be used to refer to all subcontractors of the General Contractor and their sub-subcontractors of whatever tier, engaged in on-site construction work within the scope of this Agreement as defined in Article 3. The term "Contractors" shall not include the General Contractor; _____ is referred to as the "General Contractor;" the Hudson County Building and Construction Trades Council, AFL-CIO are referenced as the "County Council," and the work covered by this Agreement (as defined in Article 3) is referred to as the "Project."

SECTION 2. CONDITIONS FOR AGREEMENT TO BECOME EFFECTIVE

The Agreement shall not become effective unless each of the following conditions are met: (1) the Agreement is signed by the County Council, and the Local Unions working on the Project; and (2) the Agreement is signed by the General Contractor.

SECTION 3. ENTITIES BOUND & ADMINISTRATION OF AGREEMENT

This Agreement shall be binding on all signatory Unions and the General Contractor and all signatory Contractors performing on-site work, including staging areas, related to the Project. The Contractors shall include in any subcontract that they let, for performance during the term of this Agreement, a requirement that their subcontractors, of whatever tier, become signatory and bound by this Agreement with respect to subcontracted work performed within the scope of Article 3, by signing the attached Letter of Assent.

SECTION 4. SUPREMACY CLAUSE

This Agreement, together with the local Collective Bargaining Agreements appended hereto as Schedule A, represent the complete understanding of all signatories and supersedes any national agreement, local agreement or other collective bargaining agreement of any type which would otherwise apply to this Project, in whole or in part. The sole exception to the preceding sentence is for work performed under the national agreement of the International Union of Elevator Constructors. As to such work, the only

provisions of this Agreement which shall be deemed to supersede the Elevator Constructor's national agreement shall be Articles 7 (Work Stoppages and Lockouts), 9 (Grievance and Arbitration Procedure) and 10 (Jurisdictional Disputes). Where a subject covered by the provisions of this Agreement is also covered by a Schedule A collective bargaining agreement, the provisions of this Agreement shall prevail. It is further understood that no Contractor shall be required to sign any other agreement as a condition of performing work on this Project. Finally, it is understood that: (a) this Agreement shall have no application to any activity of any party hereto except as such activity directly relates to the performance of covered work on the Project; and (b) the execution of this Agreement shall not make any person or entity executing this Agreement a party to any of the Collective Bargaining Agreements and/or addenda attached to this Agreement, except to the extent that they perform work on the Project that is covered by a Schedule A collective bargaining agreement.

SECTION 5. LIABILITY

The liability of any Contractor and the liability of any Union under this Agreement shall be several and not joint. The Developer, General Contractor and any Contractor shall not be liable for any violations of this Agreement by any other Contractor; and the County Council and Local Unions shall not be liable for any violations of this Agreement by any other Union.

SECTION 6. THE GENERAL CONTRACTOR

The General Contractor shall require in its bid specifications for all work within the scope of Article 3 that all successful bidders, and their subcontractors of whatever tier, become bound by, and signatory to, this Agreement. It is understood that nothing in this Agreement shall be construed as limiting the discretion of the Developer and/or the General Contractor in determining which Contractors shall be awarded contracts for Project work. It is further understood that the Developer has sole discretion at any time to terminate, delay or suspend the work, in whole or in part, on this Project, subject to any contractual recourse the General Contractor or any Contractor may have based on such termination, delay or suspension.

**SECTION 7. AVAILABILITY AND APPLICABILITY TO ALL SUCCESSFUL
BIDDERS**

The Unions agree that this Agreement will be made available to, and will fully apply to any successful bidder to Project work who becomes signatory thereto. Any successful bidder must be current in its contributions to a signatory Local Union's Trust Funds prior to commencing work on the Project.

**ARTICLE 3
SCOPE OF THE AGREEMENT**

The Project work covered by this Agreement shall be defined and limited by the following sections of this Article.

SECTION 1. THE WORK

This Agreement and any underlying Local collective bargaining agreements shall apply only to construction work for the referenced Project contracted by the Developer to the General Contractor and/or subcontractors and only until the earlier of: (a) issuance of a Temporary Certificate of Occupancy ("TCO") for the Project; or (b) receipt of approvals after final Building, Electrical, Fire and Plumbing inspections have been performed for the Project. At that time, this Agreement shall be deemed to have expired and shall have no further force or binding effect as to the Project. In no event shall this Agreement be construed to apply to maintenance work. The provisions of this Agreement shall not apply to the Developer and nothing contained herein shall be construed to prohibit or restrict the Developer from performing any work not covered by this Agreement. The Contractor(s) agree to be bound by this understanding and the terms of the Local collective bargaining agreements (Schedule A) of the signatory Unions, entered into between the Unions and all applicable employer associations, if any, solely for work performed on the Project, located at _____, Jersey City, New Jersey. Schedule A is incorporated herein by reference to the extent not in conflict with this Agreement. Notwithstanding anything to the contrary contained in the Agreement, this Agreement shall not apply to General Contractor's on-site staff including, but not limited to, project managers, project engineers, clerks and superintendents.

SECTION 2. NON-APPLICATION TO CERTAIN ENTITIES

This Agreement shall not apply to the parents, affiliates, subsidiaries or other joint or sole ventures of the Developer, the General Contractor, or any Contractor which does not perform work at this Project. It is agreed, for the purposes of this Agreement only, that this Agreement does not have the effect of creating any joint employment, single employer or alter ego status among the Developer, the General Contractor and/or any Contractor. As the contracts which comprise the Project work are completed and accepted, the Agreement shall not have further force or effect on such items or areas except where inspections, additions, repairs, modifications, check-out and/or warranty work are assigned in writing by the Developer (copy to the Local Union involved) to the Contractor(s) for performance under the terms of this Agreement.

ARTICLE 4 **UNION RECOGNITION AND EMPLOYMENT**

SECTION 1. PRE-HIRE RECOGNITION

The Contractors recognize the signatory Unions as the sole and exclusive bargaining representatives of all craft employees who are performing on-site Project work within the scope of this Agreement as defined in Article 3.

SECTION 2. UNION REFERRAL

A. The Contractors agree to hire Project craft employees covered by this Agreement through the job referral systems and hiring halls and procedures established in the Local Unions' area collective bargaining agreements (Schedule A).

SECTION 3. NON-DISCRIMINATION IN REFERRALS

The Unions represent that their hiring halls and referral systems will be operated in a non-discriminatory manner and in full compliance with all applicable federal, state and local laws and regulations, which require equal employment opportunities. Referrals shall not be affected in any way by the rules, regulations, bylaws, constitutional provisions or any other aspects or obligations of union membership, policies or requirements and shall be subject to such other conditions as are established in this Article. No employment applicant shall be discriminated against by any referral system or hiring hall because of the applicant's union membership, or lack thereof.

SECTION 4. MINORITY AND WOMAN REFERRALS

The Local Unions agree and support the importance Developer places on having and maintaining a diverse workforce and meeting the terms of the Developer's requirements.

The Local Unions will cooperate with Contractor requests for Jersey City residents, minority, or women referrals to meet Developer's commitments and will, within five (5) business days at a request for Jersey City resident minority or female applicants worker by the GC or subcontractor, use its best efforts to supply a qualified Jersey City resident, minority or female worker and will document its efforts. To the extent any provision of a local collective bargaining agreement or local union referral procedure are inconsistent with this Article, the provisions of this Article will prevail to permit the referral of Jersey City resident minority or women referrals.

In the event a Union either fails, or is unable, to refer qualified resident minority or female applicants in percentages equaling Project goals, as set forth in the Developers' bid specifications or Community Benefit Agreement, the Contractor may employ qualified minority or female applicants from any other available source as Apprentice Equivalents. Apprentice Equivalents will have completed a DOL approved training program, applied to take a construction Apprenticeship test, and will be paid at not less than the applicable equivalent Apprentice rate. With the approval of the Local Administrative Committee (LAC), experience in construction related areas may be accepted as meeting the above requirements.

SECTION 5. DIVERSITY

To the extent applicable, the parties hereby agree that each will implement and abide by the requirements of the Developer and the City with regard to diversity. Furthermore, Project Contractor, Contractors and the Unions will comply with such diversity plans, including but not limited to: (1) the parties will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex or any other protected category used by government regulation; (2) the parties will endeavor to include in any solicitations or advertisements for employees or subcontractors, a notice that all qualified applicants will receive consideration for employment, and contractors and subcontractors for work, without

regard to age, race, creed, color, national origin, ancestry, marital status, sex or any other protected category used by government regulation; and (3) the parties agree to utilize the best efforts to ensure that Minority and Women-Owned Business Enterprises (MWBE) shall have the maximum practicable opportunity to provide Construction Work under this Agreement.

ARTICLE 5

UNION REPRESENTATION

SECTION 1. UNION ACCESS

Each Local Union representing on-site Project employees shall be entitled to designate in writing (copy to Contractor involved and General Contractor) one representative, and/or the Business Manager, who shall be afforded access to the Project.

SECTION 2. STEWARDS

See relevant provisions of documents attached as Schedule A.

SECTION 3. LAYOFF/DISCHARGE OF A STEWARD

See relevant provisions of documents attached as Schedule A.

ARTICLE 6

MANAGEMENT'S RIGHTS

SECTION 1. RESERVATION OF RIGHTS

Unless specifically provided for in this Agreement or the underlying Local collective bargaining agreements attached as Schedule A to this Agreement, subject to Article 2, §4, no rules customs, practices or manning requirements shall be permitted or observed which limit or restrict production, cost effectiveness or limit or restrict the individual or joint working efforts of employees. The Contractor retains and shall exercise full and exclusive authority and responsibility for the management of its operations, except as expressly limited by the terms of this Agreement and the underlying Local collective bargaining agreements.

ARTICLE 7

WORK STOPPAGES AND LOCKOUTS

SECTION 1. NO STRIKES - NO LOCK OUT

There shall be no strikes, sympathy strikes, picketing, work stoppages, slowdowns, handbilling, demonstrations or other disruptive activity at the Project for any reason by any Union or employee against the Developer, the General Contractor, and/or any Contractor or employer while performing work at the Project. There shall be no other concerted, employee or Union activity which disrupts or interferes with the free flow of traffic in the project area. The Union is prohibited from interfering with work of any description including deliveries. Failure of any Union or employee to cross any picket line established by any union, signatory or non-signatory to this Agreement, or the picket or demonstration line of any other organization, at or in proximity to the Project site is a violation of this Article. There shall be no lockout at the Project by any signatory Contractor. Contractors and Unions shall take all steps necessary to ensure compliance with this Section 1 and to ensure uninterrupted construction and the free flow of traffic in the project area for the duration of this Agreement.

SECTION 2. NOTIFICATION

If a Contractor contends that any Union has violated this Article, it will notify the appropriate district or area council of the Local Union involved advising of such fact, with copies of the notification to the Local Union and the County Council. The Local Union district or area council and the County Council shall each instruct, order and otherwise use their best efforts to cause the employees, agents and/or other supporters of the Local Unions to immediately cease and desist from any violations of this Article. A district or area council, or the County Council, complying with these obligations shall not be liable for the unauthorized acts of a Local Union or its members.

SECTION 3. EXPEDITED ARBITRATION

Any Contractor or Union alleging a violation of Section 1 of this Article may utilize the expedited procedure set forth below (in lieu of, or in addition to, any actions at law or equity) that may be brought.

- a. A party invoking this procedure shall notify J.J. Pierson, Jr., Esq. who shall serve as Arbitrator under this expedited arbitration

procedure. Copies of such notification will simultaneously be sent to the alleged violator and, if a Local Union is alleged to be in violation, its International, the Council (if the Local Union is a member or affiliate), and the General Contractor .

- b. The Arbitrator shall thereupon, after notice as to time and place to the Contractor, the Local Union involved, the Council (if the Local Union is a member or affiliate) and the General Contractor , hold a hearing within 48 hours of receipt of the notice invoking the procedure if it is contended that the violation still exists. The hearing will not, however, be scheduled for less than 24 hours after the notice to the district or area council, if applicable, required by Section 3 above.
- c. All notices pursuant to this Article may be by telephone, telegraph, hand delivery or fax, confirmed by overnight delivery, to the arbitrator, Contractor or Union involved. The hearing may be held on any day including Saturdays or Sundays. The hearing shall be completed in one session, which shall not exceed eight hours duration (no more than four hours being allowed to either side to present their case, and conduct their cross-examination) unless otherwise agreed. A failure of any Union or Contractor to attend the hearing shall not delay the hearing of evidence by those present or the issuance of an award by the Arbitrator.
- d. The sole issue at the hearing shall be whether a violation of Section 1, above, occurred. If a violation is found to have occurred, the Arbitrator shall issue a Cease and Desist Award restraining such violation and serve copies on the Contractor and Union involved. The Arbitrator shall have no authority to consider any matter in justification, explanation, or mitigation of such violation or to award damages, which is reserved solely for court proceedings, if any. The Award shall be issued in writing within three hours after the closed of the hearing, and may be issued without an Opinion. If any involved party desires an Opinion, one shall be issued within 15 calendar days, but its issuance shall not delay compliance with, or enforcement of, the Award.
- e. An Award issued under this procedure may be enforced by any court of competent jurisdiction upon the filing of this Agreement together with the Award. Notice of the filing of such enforcement proceedings shall be given to the Union or Contractor involved. In any court proceeding to obtain a temporary or preliminary order enforcing the arbitrator's Award as issued under this expedited procedure, the involved Union and Contractor waive their right to a hearing and agree that such proceedings may be *ex parte*, provided notice is given to opposing counsel. Such agreement

does not waive any party's right to participate in a hearing for a final court order of enforcement or in any contempt hearing.

- f. Any rights created by statute or law governing arbitration procedures which are inconsistent with the procedure set forth in this Article, or which interfere with compliance thereto, are hereby waived by the Contractors and Unions to whom they accrue.
- g. The fees and expenses of the Arbitrator shall be paid by the losing party.

SECTION 4. ARBITRATION OF DISCHARGE FOR VIOLATION

Procedures contained in Article 9 shall not be applicable to any alleged violation of this Article, with the single exception that an employee discharged for violation of Section 1, above, may have recourse to the procedures of Article 9 to determine only if the employee did, in fact, violate the provisions of Section 1 of this Article; but not for the purpose of modifying the discipline imposed where a violation is found to have occurred.

ARTICLE 8 **LOCAL ADMINISTRATIVE COMMITTEE (LAC)**

SECTION 1: MEETINGS

The LAC will meet on a regular basis to implement and oversee the Agreement procedures and initiatives; 2) monitor the effectiveness of the Agreement; and 3) identify opportunities to improve efficiency and work execution.

SECTION 2: COMPOSITION

The LAC will be co-chaired by the President of the County Council and the General Contractor. It will be comprised of representatives of the local unions signatory to the project agreement, representatives of the Developer and the General Contractor and other Contractors on the Project.

ARTICLE 9 **GRIEVANCE AND ARBITRATION PROCEDURE**

SECTION 1. PROCEDURE FOR RESOLUTION OF GRIEVANCES

Any question, dispute or claim arising out of, or involving the interpretation or application of this Agreement, other than jurisdictional disputes or alleged violations of

Article 7, Section 1) shall be considered a grievance and shall be resolved pursuant to the exclusive procedure of the steps described below; provided, in all cases, that the question, dispute or claim arose during the term of this Agreement.

STEP 1:

(a) When any employee covered by this Agreement feels aggrieved by a claimed violation of this Agreement, the employee shall, through the Local Union business representative or job steward, give notice of the claimed violation to the work site representatives of the involved Contractor. To be timely, such notice of the grievance must be given within 14 calendar days after the act, occurrence, or event giving rise to the grievance. The business representative of the Local Union or the job steward and the work site representative of the involved Contractor shall meet and endeavor to adjust the matter within 14 calendar days after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party, may, within 14 calendar days thereafter, pursue Step 2 of the grievance procedure by serving the involved Contractor and the General Contractor with written copies of the grievance setting forth a description of the claimed violation, the date of which the grievance occurred, and the provisions of the Agreement alleged to have been violated. Grievances and disputes settled at Step 1 are nonprecedential except as to the specific Local Union, employee and Contractor directly involved unless the settlement is accepted in writing by the General Contractor as creating precedent.

(b) Should any signatory to this Agreement have a dispute (excepting jurisdictional disputes or alleged violations of Article 7, Section 1) with any other signatory to this Agreement and, if after conferring, a settlement is not reached within 14 calendar days, the dispute shall be reduced to writing and proceed to Step 2 in the same manner as outlined in subparagraph (a) for the adjustment of employee grievances.

STEP 2.

The Business Manager or designee of the involved Local Union and, if desired, a representative from the International, together with representatives of the Council (if the Local Union is a member or affiliate), the involved Contractor, and the General Contractor shall meet in Step 2 within 14 calendar days of service of the written grievance to arrive at a satisfactory settlement.

STEP 3.

(a) If the grievance shall have been submitted but not resolved in Step 2, any of the participating Step 2 entities may, within 21 calendar days after the initial Step 2 meeting, submit the grievance in writing (copies to other participants) to J.J. Pierson, Jr., Esq. who shall act as the Arbitrator under this procedure. The Labor Arbitration Rules of the American Arbitration Association shall govern the conduct of the arbitration hearing, at which all Step 2 participants shall be parties. The decision of the Arbitrator shall be final and binding on the involved Contractor, Local Union and employees and the fees and expenses of such arbitrations shall be borne equally by the involved Contractor and Local Union.

(b) Failure of the grieving party to adhere to the time limits set forth in this Article shall render the grievance null and void. These time limits may be extended only by written consent of the General Contractor, involved Contractor and involved Local Union at the particular step where the extension is agreed upon. The Arbitrator shall have authority to make decisions only on the issues presented to him and shall not have the authority to change, add to, delete or modify any provision of this Agreement.

SECTION 2. LIMITATION AS TO RETROACTIVITY

No arbitration decision or award may provide retroactivity of any kind exceeding 60 calendar days prior to the date of service of the written grievance on the General Contractor and the involved Contractor of the Local union.

SECTION 3. PARTICIPATION BY GENERAL CONTRACTOR

The General Contractor shall be notified by the involved Contractor of all actions at Steps 2 and 3 and, at its election, may participate in full in all proceedings at these Steps, including Step 3 arbitration.

ARTICLE 10 **JURISDICTIONAL DISPUTE**

SECTION 1. NO DISRUPTIONS

There will be no strikes, sympathy strikes, work stoppages, slowdowns, picketing or other disruptive activity of any kind arising out of any jurisdictional dispute and/or dispute related to the assignment of work by any contractor. Pending the resolution of

the dispute, the work shall continue uninterrupted and as assigned by the Contractor. No jurisdictional dispute shall excuse a violation of Article 7.

SECTION 2. ASSIGNMENT

All Project construction work assignments shall be made by the Contractor according to the area practice.

SECTION 3. PROCEDURE FOR SETTLEMENT OF DISPUTES

A. Any Union having a jurisdictional dispute with respect to Project work assigned to another Union will submit the dispute in writing to the Administrator, Plan for the Settlement of Jurisdictional Disputes in the Construction Industry ("the Plan") within 72 hours and send a copy of the letter to the other Union involved, the Contractor involved, the General Contractor, the BTC, and the district or area councils of the unions involved. Upon receipt of a dispute letter from any Union, the Administrator will invoke the procedures set forth in the Plan to resolve the jurisdictional dispute. The jurisdictional dispute letter shall contain the information described in Article IV of the Plan.

B. Within 5 calendar days of receipt of the dispute letter, there shall be a meeting of the General Contractor, the Contractor involved, the Local Unions involved and designees of the BTC and the district or area councils of the Local Unions involved for the purpose of resolving the jurisdictional disputes.

C. In order to expedite the resolution of jurisdictional disputes, the parties have agreed in advance to select Plan Arbitrators J.J. Pierson, Andy Douglas or Richard Hanft to hear all unsolved jurisdictional disputes arising under this Agreement. The parties to the dispute shall mutually select one of the designated arbitrators to hear and resolve the dispute. All other rules and procedures of the Plan shall be followed. If Plan Arbitrators are not available to hear the dispute within the time limits of the Plan, the Plan's arbitrator selection process shall be utilized to select another arbitrator. In the event that a union involved in the dispute is not a member of the Building and Construction Trades, the dispute shall be submitted directly to one of the foregoing agreed upon Arbitrators, who has been mutually selected by the parties to the dispute.

D. The Arbitrator will render a short-form decision within 5 days of the hearing based upon the evidence submitted at the hearing, with a written decision to

follow within 30 days of the close of the hearing. In no event may the Arbitrator consider or base a decision on the affiliation or lack of affiliation of a Local Union with the Hudson County Building and Construction Trades Council.

E. This Jurisdictional Dispute Resolution Procedure will only apply to work performed by Local Unions at the Project.

F. Any Local Union involved in a jurisdictional dispute on this Project shall continue working in accordance with Section 2 above and without disruption of any kind.

SECTION 4. AWARD

Any jurisdictional award pursuant to Section 3 shall be final and binding on the disputing Local Unions and the involved Contractor on this Project only, and may be enforced in any court of competent jurisdiction. Such award or resolution shall not establish a precedent on any other construction work not covered by this Agreement. In all disputes under this Article, the General Contractor and the involved Contractors shall be considered parties in interest.

SECTION 5. LIMITATIONS

The Jurisdictional Dispute Arbitrator shall have no authority to assign work to a double crew, that is, to more employees than the minimum required by the Contractor to perform the work involved; nor to assign the work to employees who are not qualified to perform the work involved; nor to assign work being performed by non-union employees to union employees. This does not prohibit the establishment, with the agreement of the involved Contractor, of composite crews where more than one employee is needed for the job. The aforesaid determinations shall decide only to whom the disputed work belongs.

SECTION 6. NO INTERFERENCE WITH WORK

There shall be no interference or interruption of any kind with the work of the Project while any jurisdictional dispute is being resolved. The work shall proceed as assigned by the Contractor until finally resolved under the applicable procedure of this Article. The award shall be confirmed in writing to the involved parties. There shall be no strike, work stoppage or interruption in protest of any such award.

ARTICLE 11

WAGES AND BENEFITS

SECTION 1. CLASSIFICATION AND BASE HOURLY RATE

All employees covered by this Agreement shall be classified in accordance with the work performed and paid the base hourly wage rates for those classifications as specified in the collective bargaining agreements attached hereto as Schedule A, as amended during this Agreement. Recognizing, however, that special conditions may exist or occur on the Project, the parties, by mutual agreement may establish rates and/or hours for one or more classifications which may differ from provisions set forth in a Schedule A collective bargaining agreement.

SECTION 2. TRUST FUNDS

1. The Contractors and the General Contractor agree to pay contributions with respect to their own employees covered by this Agreement, if any, to the established funds in the amounts designated in the appropriate CBA's listed in Schedule A. Jointly, trustee fringe benefit plans established or negotiated through collective bargaining during the life of this Agreement may be added.
2. With respect to their own individual employees covered by this Agreement, if any, the Contractors and the General Contractor agree to be bound by the written terms of the legally established Trust Agreements specifying the detailed basis on which payments are to be paid into, and benefits paid out of, such Trust Funds but only with regard to work done on this PEP 1 Project and only for those employees to whom this Agreement requires such benefits Payments.
3. Should any Contractor or Subcontractor or the General Contractor become delinquent in the payment of fringe benefits as required by this agreement, it is agreed that General Contractor and/or Developer will be notified in writing by authorized representatives of the involved union via certified mail of the specific documented details of such delinquencies. Upon receipt of such certified mail notice, if the delinquency has not been paid, General Contractor and/or Developer agrees to withhold from outstanding monies due an alleged delinquent Contractor / Subcontractor/ General Contractor the amount claimed, or less if the amount due

is less than the amount claimed by the union. The amount withheld will be paid by General Contractor and/or Developer within fourteen (14) days after receipt of an arbitration award or order of a court of competent jurisdiction by the union, if not paid prior to said date by the delinquent Contractor / Subcontractor/ General Contractor. With respect to the amounts owed by Contractors or Subcontractors pursuant to the relevant union agreements, the withholding of monies owed to Contractors as provided in this paragraph shall be the General Contractor's sole responsibility.

ARTICLE 12

HOURS OF WORK, OVERTIME, AND PAYMENT OF WAGES

SECTION 1. WORK WEEK AND WORK DAY

A. The standard work week shall consist of 40 hours of work at straight time rates per the following schedule:

- (1) Five-Day Work Week: Monday-Friday; five days, eight hours plus ½ hour unpaid lunch period each day.

B. The Day Shift shall commence between the hours of 6:00 a.m. and 8:00 a.m. and shall end between the hours of 2:30 p.m. and 4:30 p.m.

C. Notice - Contractor shall provide prior notice to the Local Union involved as to the work hour schedules to be worked or such lesser notice as may be mutually agreed upon.

SECTION 2. OVERTIME

Overtime pay for hours outside of the standard work week and work day, described in paragraph A above, shall be paid in accordance with the applicable Schedule A.

ARTICLE 13

SAFETY PROTECTION OF PERSON AND PROPERTY

SECTION 1. SAFETY REQUIREMENTS

Each Contractor will ensure that applicable OSHA requirements are at all times observed on the Project and the employees and Unions agree to cooperate fully with these efforts. Employees must perform their work at all times in a safe manner and protect

themselves and the property of the Contractor and Developer from injury or harm. Failure to do so will be grounds for discipline, including discharge.

SECTION 2. CONTRACTOR RULES

Employees covered by this Agreement shall at all times be bound by the safety, security, and visitor rules as established by the Contractors and the General Contractor for this Project. Such rules will be published and posted in conspicuous places throughout the Project.

SECTION 3. INSPECTIONS

The Contractors and General Contractor retain the right to inspect incoming shipments of equipment apparatus, machinery and construction materials of every kind.

ARTICLE 14

MINORITY/WOMEN INCLUSION

SECTION 1. COOPERATIVE EFFORTS

All parties to this Agreement hereby agree that they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or age in any manner prohibited by law or regulation. Furthermore, all parties shall ensure conformity with all statutes, regulations and City ordinances regarding the implementation of the City's goals for Minority and Women-Owned Business Enterprises (MWBE).

SECTION 2. LANGUAGE OF AGREEMENT

The use of the masculine or feminine gender in this Agreement shall be construed as including both genders.

SECTION 3. MINORITY/WOMEN EMPLOYMENT GOALS

The GC shall ensure that Minorities as defined in N.J.A.C.17:27-2.1 or women who are Jersey City residents perform at least twenty percent (20%) of the total Labor-Person Hours on the Project. The Minority and/or women hour requirement can be satisfied if the General Contractor partners with, forms a joint venture with, shares profits with or subcontracts with a MWBE owned by a Jersey City Resident(s) if the MWBE receives twenty percent (20%) of the total profits from the Project.

SECTION 4. COMPLIANCE WITH ORDINANCE

The General Contractor and the Local Unions acknowledge that Chapter 304, article VII of the Jersey City Municipal Code contains certain requirements of the Developer, the General Contractor and the Local Unions working on tax abated projects within the City of Jersey City. The General Contractor and the Local Unions acknowledge that the project located at _____ in Jersey City, New Jersey is a tax abated project and is in receipt of Redevelopment Area Financing and is therefore subject to the following requirements:

- (1) The General Contractor and the Local Unions hereby acknowledge the requirements set forth in Chapter 304, Article VII of the Jersey City Municipal Code, which is attached hereto and incorporated by reference as if set forth fully herein. The General Contractor attests that it will cooperate with the Local Unions so that the Local Unions can satisfy the terms and requirements of Chapter 304, Article VII.
- (2) In the event the Local Unions are unable to refer qualified Apprentices, women and Minorities who are Jersey City residents as required by the Ordinance, the Local Unions shall obtain permission from the City to reduce the required percentage. In the event that a Local Union is unable to refer sufficient qualified apprentices and is unable to comply with the goals set forth at Article 14, Section 3, the General Contractor and/or any Contractor may employ qualified applicants from any other available source, consistent with Article 4, Section 4, and provided said applicants are paid at the applicable Apprentice rate. If Local Union cannot provide sufficient Apprentices, women or Minorities said Union must provide a letter to the GC or contractor or subcontractor with a copy to developer detailing why insufficient Apprentices, women or Minorities were available (within five (5) business days from receipt of request therefor).
- (3) The Developer and the Local Unions attest to the requirements of Chapter 304, Article VII and will comply with the Ordinance by the meeting with the Director of Office of Tax Abatement & Compliance ("the Director of Compliance" or "the Director") and advertising and conducting job fairs once every three months, thus four times annually as per the Municipal Code.
- (4) The Local Unions hereby agree to indemnify and hold harmless the Developer and the General Contractor from claims or actions of any type, as well as from damages, penalties, or assessments of any type imposed under the Ordinance, that result from a failure to satisfy the provisions of Chapter 304, Article VII. Liability for such claims, actions, damages,

penalties and/or assessments, as between the Developer, the General Contractor and the Local Unions, shall be subject to the contractual grievance and arbitration procedure set forth in the Agreement;

- (5) The Local Unions will submit the following reports to the General Contractor on the 15th day of each month for the previous month, for each year of construction until the Project is completed
 - A. Equal Employment Opportunity Reports EEO-2 and EEO-3, which are required to be filed with the United States Commission of Equal Employment Opportunity Commission by the Local Unions.
 - B. Apprenticeship Report, which shall list the names, addresses and contact information of all persons who were accepted to the Apprenticeship Program. The report shall also list the names, address and contact information of all persons who were rejected for admission to the Apprenticeship Program with the reasons for their rejection and, for those who failed to finish to program, and the reasons which they failed to complete the program.
- (6) The Developer will submit the following reports to the Jersey City Business Administrator on the 15th day of each month for the previous month for each year of construction until the Project is completed:
 1. Manning Report.
The total hours in each construction trade or craft and the number of hours worked by City residents, including a list of minority resident and women resident workers in each trade or craft, and the work hours performed by such employees of the General Contractor, Contractors and subcontractors during the previous quarter.
 2. Certified Payroll Report.
List the residence, gender and ethnic/racial origin of each worker, work hours, and the rate of pay and benefits provided.
- (7) To the extent that any term of the CBA differs from a term set forth in this section, the term contained herein shall govern. All capitalized terms set forth herein shall have the same meaning and definition as set forth in the Ordinance;
- (8) The undersigned represent that they have the authority to enter into this Agreement on behalf of their respective organizations.
- (9) The Developer or the Local Unions must assist the Developer to furnish such reports or other documents to the City as the City may reasonably

request from time to time in order to carry out the purchases of the Ordinance. Any records to support workhours stated in any of the above reports shall be maintained for a period of three (3) years after completion of the Project. All records shall be made available to the City upon ten (10) days prior written notice. The Developer shall provide the City with access to the Project in order to monitor compliance with the Ordinance.

- (10) The GC and the Local Unions hereby acknowledge that Chapter 304, Article VII of the Jersey City Municipal Code governs the implementation of PLA Agreements and that the Director of the Office of Tax Abatement & Compliance, under the supervision of the Department of Business Administration, shall be the primary office authorized to administer Chapter 304, Article VII

SECTION 4. HELMETS TO HARDHATS

The Contractors and the Local Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractors and the Local Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling or mentoring, support network, employment opportunities and other needs as identified by the parties.

The Local Unions and Contractors agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on the Project and of apprenticeship and employment opportunities for the Project. To the extent permitted by law, the Local Unions will give credit to such veterans for bona fide, provable past experience.

ARTICLE 15 **GENERAL TERMS**

SECTION 1. PROJECT RULES

The General Contractor and the Contractors shall establish such reasonable Project rules as are appropriate for the good order of the Project. These rules will be explained at the pre-job conference and posted at the Project site and may be amended thereafter as necessary. Failure of an employee to observe these rules and regulations

shall be grounds for discipline, including discharge. The fact that no order was posted prohibiting a certain type of misconduct shall not be a defense to an employee discipline or discharge for such misconduct when the action taken is for cause.

SECTION 2. COOPERATION

The General Contractor and the Unions will cooperate in seeking any NJ Department of Labor approvals that may be required for implementation of any terms of this Agreement.

ARTICLE 16 **SAVINGS AND SEPARABILITY**

SECTION 1. THIS AGREEMENT

In the event that any provision of this Agreement is enjoined, on either an interlocutory or permanent basis, or otherwise found in violation of law, the provision involved shall be rendered, temporarily or permanently, null and void but the remainder of the Agreement, if any, shall remain in full force and effect for contracts already bid and awarded or in construction where the contractor voluntarily accepts the Agreement. The parties to this Agreement will enter into negotiations in conformity with the law and the intent of the parties for contracts to be let in the future.

SECTION 2. THE BID SPECIFICATION

In the event that the General Contractor's bid specifications, or other action, requiring that a successful bidder become signatory to this Agreement is enjoined, on either an interlocutory or permanent basis, or otherwise founding violation of law such requirement shall be rendered, temporarily or permanently, null and void but the agreement shall remain in full force and effect to the extent required by law for contracts already bid and awarded or in construction where the Contractor voluntarily accepts the Agreement. The parties will enter into negotiations to reflect the court action taken and the intent of the parties for contracts to be let in the future.

SECTION 3. NON-LIABILITY

In the event of an occurrence referenced in Section 1 or Section 2 of this Article, neither the Developer, the General Contractor or any Contractor, or any signatory Union shall be liable, directly or indirectly, for any action taken, or not taken, to comply with any court order, injunction or determination. Project bid specifications will be issued in

conformance with court orders then in effect and no retroactive payments or other action will be required if the original court determination is ultimately reversed.

SECTION 4. NON-WAIVER

Nothing in this Article shall be construed as waiving the prohibitions of Article 7 as to signatory Contractors and signatory Unions.

ARTICLE 17 **FUTURE CHANGES IN SCHEDULE A AREA CONTRACTS**

SECTION 1. CHANGES TO AREA CONTRACTS

A. Schedules A to this Agreement shall continue in full force and effect until the Contractor and/or Union parties to the Collective Bargaining Agreements which are the basis for Schedules A notify the General Contractor in writing of the mutually agreed upon changes in provisions of such agreements which are applicable to the Project, and their effective dates.

B. It is agreed that any provisions negotiated into Schedules A collective bargaining agreements will not apply to work on this Project if such provisions are less favorable to this Project than to other work covered by those agreements.

C. Any disagreement between signatories to this Agreement over the incorporation into Schedules "A" of provisions agreed upon in the renegotiation of Collective Bargaining Agreements shall be resolved in accordance with the procedure set forth in Article 9 of this Agreement.

SECTION 2. LABOR DISPUTES DURING AREA CONTRACT **NEGOTIATIONS**

The Unions agree that there will be no strikes, work stoppages, sympathy actions, picketing, slowdowns or other disruptive activity or other violations of Article 7 affecting the Project by any Local Union involved in the renegotiation of Area Local Collective Bargaining Agreements nor shall there be any lockout on this Project affecting a Local Union during the course of such negotiations.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed and effective as of the _____ day of _____ 2017.

GENERAL CONTRACTOR

NAME AND TITLE (PRINTED)

NAME AND TITLE (SIGNATURE)

IN WITNESS WHEREOF the parties have caused this Agreement to be executed and effective as of the _____ day of _____, 2017.

FOR THE GENERAL CONTRACTOR:

By: _____

Name:
Title:

**HUDSON COUNTY BUILDING AND CONSTRUCTION TRADES COUNCIL
AFL-CIO**

By: _____

Name:
Title:

UNION AFFILIATES

ASBESTOS WORKERS, LOCAL 32

By: _____

Name:
Title:

BRICKLAYERS AND ALLIED CRAFTS, LOCAL 4

By: _____

Name:

Title:

CARPENTERS, LOCAL 253

By: _____

Name:

Title:

DOCKBUILDERS, LOCAL 1556

By: _____

Name:

Title:

ELECTRICAL WORKERS, LOCAL 164

By: _____

Name:

Title:

ELEVATOR CONSTRUCTORS, LOCAL 1

By: _____

Name:

Title:

OPERATING ENGINEERS, LOCAL 825

By: _____

Name:

Title:

IRONWORKERS, LOCAL 11

By: _____

Name:

Title:

PIPEFITTERS, LOCAL 274

By: _____

Name:

Title:

LABORERS, LOCAL 3

By: _____

Name:

Title:

HEAVY CONSTRUCTION LABORERS, LOCAL 472

By: _____

Name:

Title:

PAINTERS AND ALLIED TRADES, DISTRICT COUNCIL LOCAL 711

By: _____

Name:

Title:

PLUMBERS, LOCAL 24

By: _____

Name:

Title:

ROOFERS, LOCAL 8

By: _____

Name:

Title:

SHEET METAL WORKERS, LOCAL 25

By: _____

Name:

Title:

SPRINKLER FITTERS, LOCAL 696

By: _____

Name:

Title:

TILE/MARBLE/TERRAZO WORKERS, LOCAL 7

By: _____

Name:

Title:

TEAMSTERS, LOCAL 560

By: _____

Name:

Title:

OPERATIVE PLASTERERS AND CEMENT MASONS, LOCAL 29

By: _____

Name:

Title:

SHEET METAL CRAFT ADDENDUM

The GC and all signatory Contractors and their subcontractors of whatever tier agree that when subcontracting for prefabrication of HVAC duct and other related sheet metal, such prefabrication shall be subcontracted to fabricators who pay their employees engaged in such fabrication not less than the prevailing wage for comparable sheet metal fabrication as established under agreement between local affiliates of Sheet Metal Workers International Association and local sheet metal fabricators. Nothing in this Addendum shall prohibit the Developer, the GC or any signatory Contractor from obtaining from any source incidental parts and materials related to HVAC duct or other prefabricated sheet metal, or parts and materials needed to repair defective or non-conforming HVAC duct or other prefabricated sheet metal.

Agreed to and accepted this ____ day
of _____, 2017:

FOR THE GC:

By: _____

Name:

Title:

**FOR SHEET METAL WORKERS
INTERNATIONAL ASSOCIATION, LOCAL 25**

By: _____

Name:

Title:

TEAMSTERS LOCAL 560 ADDENDUM

1. For as long as this PLA remains in effect, the work jurisdiction of Local 560 on the Project shall be deemed to include on-site trucking that involves vehicles for which a Class A commercial drivers' license is required.
2. Deliveries by over-the-road carriers shall be allowed whether performed by union or non-union drivers.
3. No deliveries shall be obstructed in any way for any reason.

Agreed to and accepted this ____ day
of _____, 2017:

FOR THE GC:

By: _____

Name:

Title:

FOR TEAMSTERS LOCAL 560

By: _____

Name:

Title:

TELE-DATA ADDENDUM

The parties hereby agree that all Tele-data work and associated electrical work performed on any of the sites during construction shall be done by employees represented by the signatory unions. For the purpose of this Agreement, Tele-data work shall include, but not limited to, the following: All receiving, placement, installation, operation, testing, inspection, maintenance, repair and service of radio, television, video, data, voice, sound, emergency call, microwave and visual production and reproduction apparatus, equipment and appliances used for domestic, commercial, education and entertainment purposes; all installation and erection of equipment, apparatus or appliance, cables and/or wire, emergency power (batteries) and all directly related work which becomes an integral part of the telecommunication and/or telecommunications related systems repair and service maintenance work of telecommunications systems and devices including, but not limited to, Private Branch Exchanges (PBX-PABX), Key equipment-owned, CCTV, CATV, card access, Systems RS 232 ethernet and/or any local area network system associated with computer installation.

Agreed to and accepted this _____ day
of _____, 2017:

FOR THE GC:

By: _____

Name:

Title:

SIGNATORY UNIONS:

By: _____

Name:

Title:

By: _____

Name:

Title:

LETTER OF ASSENT

Re: Project Labor Agreement between the Hudson County Building & Construction
Trades Council, AFL-CIO (the "County Council") and
_____ (hereafter referred to as the "General
Contractor") for the _____ Project (the "Agreement")

Dear Sir:

Pursuant to the above referenced Agreement, the undersigned as duly authorized officers of (insert Contractor and/or Subcontractor name) hereby agrees that it will be bound by and will comply with all terms and conditions of the referenced Agreement and any amendments thereto. Contractor recognizes the Local Unions, as signatory to the Agreement are the collective bargaining representatives of union members employed on the _____ Project.

The undersigned further agrees that the Collective Bargaining Agreement ("CBA") in effect between the Local Unions and Contractor or its subcontractors executing this letter of assent are applicable to the Construction Work to be performed by our firm, except as such CBA may be modified by the provisions of the Agreement.

The undersigned further certifies that as of the date signed below it is current in its contributions to Trust Funds required under all collective bargaining agreements with the Union or Unions representing the crafts employed by the Contractor or Subcontractor signing below.

This Letter of Assent will remain in effect until the expiration of the Agreement or until our portion of the Construction Work at the _____ Project is completed, whichever is later.

Sincerely,

Company Name:

By: _____ Contract Number _____

Title: _____ General Contractor _____

Date:

cc: Hudson County Building & Construction Trades Council
(Unions employed by Contractor)

EXHIBIT B

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF JERSEY CITY
AND
THE HUDSON COUNTY BUILDING AND CONSTRUCTION TRADES COUNCIL**

WHEREAS, the New Jersey Department of Labor and Workforce Development has reported that that construction projects performed under Project Labor Agreements (“PLAs”) have higher participation rates of females, minorities and apprentices than non-PLA projects, and

WHEREAS, the City of Jersey City (“Jersey City”) and the Hudson County Building and Construction Trades Council (“HCBT”) recognize the value of PLAs and wish to establish firm goals for hiring Jersey City residents who are females and members of minority groups as defined by N.J.A.C. 17:27-2.1, including African-Americans, Latinos, Asian, Native Americans, and others (“Minorities”) on PLA projects, and

WHEREAS, Jersey City and the HCBT also believe that more must be done to hire veterans on PLA projects, and

WHEREAS, Jersey City and the HCBT recognize the importance of Pre-Apprenticeship Programs and Apprenticeship Programs and Jersey City and the HCBT also recognize the need to establish goals for the enrollment of Jersey City residents who are females and Minorities in these programs, and

WHEREAS, Jersey City and the HCBT also believe that more veterans should be enrolled in Pre-Apprenticeship Programs and Apprenticeship Programs, and

WHEREAS, Jersey City and the HCBT also believe that more female and Minority-owned Jersey City businesses should be utilized on PLA construction projects, and

WHEREAS, in furtherance of these goals, Jersey City and the HCBT wish to utilize community-based organizations to assist with the recruitment of Jersey City residents who are female and Minorities on PLA construction projects as well as recruit more veterans to work on PLA construction projects, and

WHEREAS, Jersey City and the HCBT believe that it is essential to develop and implement a robust monitoring process to ensure the achievement of the above goals, and

NOW THEREFORE THE UNDERSIGNED AGREE THAT:

1. Construction projects performed under a PLA pursuant to Chapter 304, Article VII of the Municipal Code, as amended, shall require that females or Minorities as defined in N.J.A.C. 17:27-21 who are Jersey City residents shall perform at least twenty percent (20%) of the total Labor-Person Hours on the Project.
2. The Local Unions signatory to the PLAs shall, in addition the requirements set forth in the PLAs, provide to the Director of Office of Tax Abatement and Compliance (“The Director of Compliance” or “the Director”) the following information:

- A. The number of Jersey City residents who are members of the Labor Union indicating which members are females, minorities, and veterans;
 - B. The number of Jersey City residents (designating those residents who are females, minorities, and veterans) who submitted an application in the prior year for admittance into the Apprenticeship Program; the number of said individuals who submitted a complete application or took the applicable test for application; the number of said individuals who passed said test and were interviewed; the number of said individuals who were offered admission into the Apprenticeship Program; and the number of said individuals who became apprentices;
 - C. Written notification for accepting applications for Apprenticeship program must be given between forty-five (45) to sixty (60) days prior to date of accepting applications and include any requirements to apply;
 - D. Written notification if a Jersey City resident drops out of the Apprenticeship Program and/or is terminated and the reason(s) for said termination;
 - E. Written notification if a member who is a Jersey City resident relocates outside of Jersey City;
 - F. Written notification on a quarterly basis, of any member who is a Jersey City resident who withdraws or is terminated from membership;
 - G. If a Jersey City resident refuses a job referral to a Jersey City construction project under the Ordinance and/or refuses to leave his/her current job, the Local Union shall provide written notification of the refusal to the Director of Compliance. The notification shall include the Jersey City resident's name.
- 3. Jersey City and its designee, Project Impact, shall serve as the lead entity in assisting Jersey City residents in the application process and preparing them for Apprenticeship tests. The HCBT and its affiliated Local Unions will cooperate with Jersey City and Project Impact in this regard including the distribution of any test preparation materials that are available to all other applicants to the program.
 - 4. The HCBT and its affiliated Local Unions will work cooperatively with Jersey City and Project Impact to identify funds to assist Jersey City residents with respect to any application fees for admission into Apprenticeship Programs.
 - 5. Jersey City, HCBT, and community-based organizations will conduct up to three (3) job fairs each year that target Jersey City residents of low income, disadvantaged, or at risk communities.
 - 6. With respect to the Helmet to Hardhats Program set forth in the PLAs, each Local Union will cooperate with the appropriate Jersey City staff on veteran recruitment of Jersey City resident.
 - 7. Jersey City, the HCBT, and its affiliated Local Unions will work jointly to estimate the number of Jersey City residents who are females and minorities that will be required to

meet the twenty (20) percent goal on construction projects under the Ordinance for each upcoming year following the execution date of this Agreement.

8. If it determined that a Local Union under-estimated its need of Jersey City residents who are female and minorities, Jersey City can require said Local Union to submit a recruitment plan for the upcoming year which plan will be part of any first phase remediation plan for a Local Union hat does not attempt in good faith to reach its 20% goal.
9. If a Local Union has not achieved its 20% goal, it shall meet with the appropriate Jersey City officials to explore the potential of alternative permitted approaches in order to meet said goal and said alternative approaches can be incorporated as part of a remediation plan between the City and the Local Union.

IN WITNESS WHEREOF, the parties have closed the Agreement to be executed and effective as of _____, 2017.

CITY OF JERSEY CITY

**HUDSON COUNTY BUILDING AND
CONSTRUCTION TRADESCOUNCIL, AFL-CIO**

By: _____ By: _____

Robert J. Kakoleski
B Business Administrator

Name:
Title:

UNION AFFILIATES

ASBESTOS WORKERS, LOCAL 32

By: _____

Name:

Title:

BRICKLAYERS AND ALLIED CRAFTS, LOCAL 4

By: _____

Name:

Title:

CARPENTERS, LOCAL 253

By: _____

Name:

Title:

DOCKBUILDERS, LOCAL 1556

By: _____

Name:

Title:

ELECTRICAL WORKERS, LOCAL 164

By: _____

Name:

Title:

ELEVATOR CONSTRUCTORS, LOCAL 1

By: _____

Name:

Title:

OPERATING ENGINEERS, LOCAL 825

By: _____

Name:

Title:

IRONWORKERS, LOCAL 11

By: _____

Name:

Title:

PIPEFITTERS, LOCAL 274

By: _____

Name:

Title:

LABORERS, LOCAL 3

By: _____

Name:

Title:

HEAVY CONSTRUCTION LABORERS, LOCAL 472

By: _____

Name:

Title:

PAINTERS AND ALLIED TRADES, DISTRICT COUNCIL LOCAL 711

By: _____

Name:

Title:

PLUMBERS, LOCAL 24

By: _____

Name:

Title:

ROOFERS, LOCAL 8

By: _____

Name:

Title:

SHEET METAL WORKERS, LOCAL 25

By: _____

Name:

Title:

SPRINKLER FITTERS, LOCAL 696

By: _____

Name:

Title:

TILE/MARBLE/TERRAZO WORKERS, LOCAL 7

By: _____

Name:

Title:

TEAMSTERS, LOCAL 560

By: _____

Name:

Title:

OPERATIVE PLASTERERS AND CEMENT MASONS, LOCAL 29

By: _____

Name:

Title:

FOR SHEET METAL WORKERS INTERNATIONAL ASSOCIATION, LOCAL 25

By: _____

Name:

Title:

FOR TEAMSTERS LOCAL 560

By: _____

Name:

Title:

Ordinance of the City of Jersey City, N.J.



ORDINANCE NO. Ord. 17-104
TITLE: 3.G JUL 19 2017 4.G

AUG 16 2017

An ordinance repealing Chapter 304, (Taxation), Article VII
(Construction Project Labor Agreements) and adopting a new
version.

RECORD OF COUNCIL VOTE ON INTRODUCTION JUL 19 2017 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING AUG 16 2017 9-0											
Councilperson <u>LAVARRO</u> moved, seconded by Councilperson <u>OSBORNE</u> to close P.H.											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

SPEAKERS:

LAVERN WASHINGTON
YVONNE BAKER
BERNARD SHIVERS
NATHANIEL LEGAY
GLORIA WALTON
LILY FLEMING
PHYLLIS GORDON
CYNTHIA MATTHEWS
PHIL CARRINGTON
MASHUNA HARLEY

CHARLES McKenney
STEVEN DEMORCY
BARBARA CAMACHO
CHRIS CUPO
PAT KELLEHER

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
Councilperson _____ moved to amend* Ordinance, seconded by Councilperson _____ & adopted											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
GADSDEN				OSBORNE				WATTERMAN			
BOGGIANO				ROBINSON				LAVARRO, PRES.			

RECORD OF FINAL COUNCIL VOTE AUG 16 2017 6-3											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN		✓		RIVERA	✓		
GADSDEN		✓		OSBORNE		✓		WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on **JUL 19 2017**
Adopted on second and final reading after hearing on **AUG 16 2017**

This is to certify that the foregoing Ordinance was adopted by
the Municipal Council at its meeting on **AUG 16 2017**

Robert Byrne
Robert Byrne, City Clerk

*Amendment(s):

APPROVED:

Rolando R. Lavarro, Jr., Council President

Date

AUG 16 2017

APPROVED:

Steven M. Fulop, Mayor

Date

AUG 17 2017

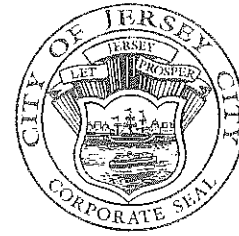
Date to Mayor

AUG 17 2017

City Clerk File No. Ord. 17-105

Agenda No. 3. H 1st Reading

Agenda No. 4. H. 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 17-105

TITLE:

AN ORDINANCE APPROVING A FIVE (5) YEAR TAX EXEMPTION PURSUANT TO THE PROVISIONS OF N.J.S.A. 40A:21-1, ET SEQ., AND SECTION 304-12 OF THE MUNICIPAL CODE FOR PROPERTY DESIGNATED AS BLOCK 15203, LOT 10, ON THE CITY'S TAX MAP AND MORE COMMONLY KNOWN BY THE STREET ADDRESS OF 65 STORMS AVENUE

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

WHEREAS, the City of Jersey City as an area in need of rehabilitation, is authorized to adopt an ordinance to utilize tax exemptions pursuant to N.J.S.A. 40A:21-1, et seq., the Five (5) Year Exemption and Abatement Law; and

WHEREAS, pursuant to N.J.S.A. 40A:21-1 et seq., the City of Jersey City adopted Ordinance 05-060, Section 304-6 et seq. of the Municipal Code, to allow Five (5) Year Tax Exemptions which allows the Tax Assessor to regard the full and true value or a portion thereof of certain improvements as not increasing the full and true value of certain property for a period of five (5) years, provided the owner's application is approved by the Tax Assessor and by Ordinance of the Municipal Council; and

WHEREAS, pursuant to N.J.S.A. 40A:21-9 and Section 304-12 of the Municipal Code, a tax exemption for the construction of a four (4) story building to contain approximately nine (9) market rate residential rental units; and

WHEREAS, Inderjit & Onkar Singh [Entity], are the owners of Property designated as Block 15203, Lot 10, on the City's Tax Map and more commonly known by the street address of 65 Storms Avenue, Jersey City, NJ; and

WHEREAS, the Entity now plans to construct a new four (4) story building to contain approximately nine (9) market rate residential rental units; and

WHEREAS, construction is projected to be completed within a year of approval of the exemption or approximately June 2018; and

WHEREAS, on or about May 17, 2017, the Entity filed an application for a five (5) year tax exemption to construct a new four (4) story building to contain approximately nine (9) market rate residential rental units; and

WHEREAS, Inderjit & Onkar Singh, propose to pay the City (in addition to the full taxes on the land, which shall continue to be conventionally assessed and are currently taxed at the sum of \$4,159 a tax payment for the new improvements on the property, as follows:

- (a) 2018: the tax year in which the structure will be completed, \$0 taxes due on improvements;
- (b) 2019: the second tax year, 20% of taxes otherwise due on improvements, estimated to be \$3,635;

- (c) 2020: the third tax year, 40% of taxes otherwise due on improvements, estimated to be \$7,270;
- (d) 2021: the fourth tax year, 60% of taxes otherwise due on improvements, estimated to be \$10,905; and
- (e) 2022: the fifth tax year, 80% of taxes otherwise due on improvements, estimated to be \$14,539;

WHEREAS, the Tax Assessor has determined that the new construction will generate an additional tax payment of \$4,159 for land and \$18,174 for improvements, for a total of \$22,333 a year; and

WHEREAS, the applicant has agreed that in the event the Citywide revaluation results in a decrease in the estimated amount of actual taxes otherwise due, then for purposes of calculating a tax payment hereunder and for the five (5) year period, the amount shall be calculated on the higher of the amount estimated hereunder or the actual taxes otherwise due; and

WHEREAS, the application for tax exemption was complete and timely filed; the application was approved by the Tax Assessor and the commercial Project is eligible for tax exemption pursuant to N.J.S.A. 40A:21-9 and Section 304-12 of the Municipal Code; and

WHEREAS, upon the expiration of the tax exemption, the total assessment, including both land and improvements, will generate a total tax payment of \$22,333; and

WHEREAS, Inderjit & Onkar Singh, have agreed to pay the sum of \$13,500 to the City's Affordable Housing Trust Fund (AHTF), which shall be paid in intervals set forth in Section 304-28 of the Municipal Code.

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that:

1. The application, attached hereto, for a five (5) year tax exemption for the full and true value of a new four (4) story building to contain approximately nine (9) market rate residential rental units; located in Block 15203, Lot 10, and more commonly known by the street address of 65 Storms Avenue, Jersey City, N.J., is hereby approved.

2. The Mayor or Business Administrator is hereby authorized to execute a tax exemption agreement which shall contain at a minimum, the following terms and conditions:

- (a) tax payment on the new improvements shall be:
 - (i) Year 1: the tax year in which the structure will be completed. \$0 taxes;
 - (ii) Year 2: the second tax year, 20% of taxes otherwise due on improvements, estimated to be \$3,635;
 - (iii) Year 3: the third tax year, 40% of taxes otherwise due on improvements, estimated to be \$7,270;
 - (iv) Year 4: the fourth tax year, 60% of taxes otherwise due on improvements, estimated to be \$10,905; and
 - (v) Year 5: the fifth tax year, 80% of taxes otherwise due on improvements, estimated to be \$14,539.

The applicant has agreed that in the event the Citywide revaluation results in a decrease in the amount of actual taxes otherwise due for purposes of calculating a tax payment hereunder; during this five (5) year period, the amount due hereunder shall be calculated on the higher of the amount estimated above or the actual taxes due after the revaluation; and

- (b) The project shall be subject to all federal, state and local laws, and

regulations on pollution control, worker safety, discrimination in employment, zoning, planning, and building code requirements pursuant to N.J.S.A. 40A:21-11(b).

(c) If, during any tax year prior to the termination of the tax agreement, the property owner ceases to operate or disposes of the property, or fails to meet the conditions for qualifying, then the tax which would have otherwise been payable for each tax year shall become due and payable from the property owner as if no exemption and abatement had been granted. The collector forthwith ad the tax collector shall, within 15 days thereof, notify the owner of the property of the amount of taxes due.

(d) With respect to the disposal of the property, where it is determined that the new owner of the property will continue to use the property pursuant to the conditions which qualified the property, no tax shall be due, the exemption shall continue, and the agreement shall remain in effect.

(e) At the termination of a tax exemption agreement, the new improvements shall be subject to all applicable real property taxes as provided by State law and regulation and local ordinance; but nothing herein shall prohibit a project, at the termination of an agreement, from qualifying for, an receiving the full benefits of, any other tax preferences provided by law.

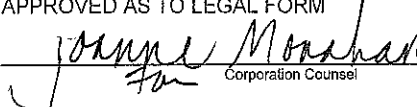
(f) Affordable Housing Trust Fund: \$1,500 x 9 units or \$13,500.

3. Construction is projected to be completed within a year of approval of the exemption or approximately June 2018.
4. The form of tax exemption agreement is attached hereto as Exhibit B, subject to such modification as the Corporation counsel or Business Administrator deems necessary.
5. The Tax Assessor shall send a copy of the fully executed Financial Agreement will be sent to the Director of the Division of Local Government Services in the Department of Community Affairs within thirty (30) days of execution pursuant to N.J.S.A. 40a:21-11(d).
- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- B. This ordinance shall be part of the Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- C. This ordinance shall take effect at the time and in the manner provided by law.
- D. The City Clerk and Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

NOTE: All material is new; therefore underlining has been omitted.
For purposes of advertising only, new matter is indicated by **bold face**
and repealed matter by *italic*.

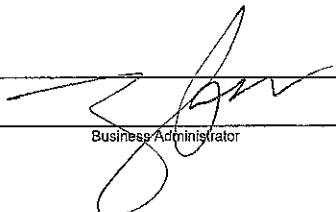
JM/mw
6/5/17

APPROVED AS TO LEGAL FORM


Joanne Morahan
Corporation Counsel

APPROVED:

APPROVED:


Business Administrator

Certification Required ☐

Not Required ☒

ORDINANCE FACT SHEET

This summary sheet is to be attached to the front of any Ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the Ordinance.

Full Title of Ordinance

AN ORDINANCE APPROVING A FIVE (5) YEAR TAX EXEMPTION PURSUANT TO THE PROVISIONS OF N.J.S.A. 40A:21-1 ET SEQ., AND SECTION 304-12 OF THE MUNICIPAL CODE FOR THE PROPERTY DESIGNATED AS BLOCK 15203, LOT 10, ON THE CITY'S TAX MAP AND MORE COMMONLY KNOWN BY THE STREET ADDRESS OF 65 STORMS AVENUE

Initiator

Department/Division	Office of the Mayor	Office of the Deputy Mayor
Name/Title	Marcos D. Vigil	Deputy Mayor
Phone/email	201-547-6542	mvigil@cnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Ordinance Purpose

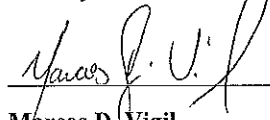
The applicants, Inderjit & Onkar Singh, are applying for a five (5) Year tax abatement for a five (4) story, nine (9) unit market-rate residential rental project units and a ground floor garage with nine (9) parking spaces.

The property is located at 65 Storms Avenue between Monticello and Fairmount Avenues. It is Block 15203, Lot 10 on the Jersey City Tax Map. The property is located in the R-1 Zone and was granted C and D variances and major site plan approval by the Zoning Board of Adjustment.

The residential units for the project are broken down as follows:

<u>Unit Type</u>	<u>Number of Units</u>
One Bedroom	3
Two Bedroom	6
Total	9

I certify that all the facts presented herein are accurate.



Marcos D. Vigil
Deputy Mayor

June 7, 2017

Date

DATE: May 17, 2017

TO: John Hallanan (For distribution to City Council and City Clerk)

FROM: Al Cameron, Fiscal Officer - Tax Collector's Office

SUBJECT: FIVE YEAR TAX ABATEMENT: MARKET RATE RESIDENTIAL RENTAL PROJECT
INDERJIT & ONKAR SINGH - Block 15203 Lot 10

CC: C. A. Doyle, J. Monahan, E. Borja, E. Toloza, M. Vigil, R. Kakoleski, R. Lavarro, R. Field, P. Leandre, K. Kane

INTRODUCTION:

The applicants, Inderjit & Onkar Singh, are applying for a five (5) Year tax abatement for a five (4) story, nine (9) unit market rate residential rental project pursuant to N.J.S.A. 40 A: 21-1 et seq. A fee of \$1,800 was paid with the application.

LOCATION OF THE PROPERTY:

The property is located at 65 Storms Avenue between Monticello and Fairmount Avenues. It is Block 15203, Lot 10 on the Jersey City Tax Map. The property is located in the R-1 Zone and was granted C and D variances and major site plan approval by the Zoning Board of Adjustment.

PROPERTY TO BE CONSTRUCTED:

The project will be a four (4) story building with nine market rate (9) residential rental units and a ground floor garage with nine (9) parking spaces.

The residential units are as follows:

<u>Unit Type</u>	<u>Number of Units</u>
One Bedroom	3
Two Bedroom	6
Total	<u>9</u>

TOTAL CONSTRUCTION COST:

The cost of construction is certified by the applicant's architect, Raul Cabato, at \$1,000,000.

The cost of labor is projected at \$400,000 and materials at \$600,000.

CONSTRUCTION SCHEDULE:

Applicant is prepared to start construction start once all approvals are in place. Completion is projected within one year of commencement.

ESTIMATED JOBS CREATED:

The applicant estimates fifty (50) full-time equivalent jobs during construction and two (2) post construction positions are anticipated. Based upon the projected cost of construction a Project Labor Agreement is not required. However; the applicant will execute a Project Employment and Contracting Agreement.

AFFORDABLE HOUSING TRUST FUND CONTRIBUTION:

AHTF Payment
65 storms Avenue

		Rate	Amount
Residential Units	9	\$1,500.00	\$13,500.00
Parking Sq. Ft.	3,970.54	\$1.50	\$5,955.81
Total AHTF Payment			<u>\$19,455.81</u>

CURRENT REAL ESTATE TAXES:

The new assessment provided by the Tax Assessor for the land is 54,000 and the proposed building assessment is \$236,000. Based upon that assessment at the current rate of \$77.01 the tax for the land is \$4,159. The full tax on the improvements at current the rate is \$18,174.

PROPOSED ABATEMENT:

The applicant has requested a term of five (5) years for the abatement on the improvements. The Applicant will pay the full land tax in each and every year of the abatement and has proposed a phase-in of the assessment on improvements.

In year one (1) the applicant proposes no taxes on improvements.

In year two (2) the applicant would pay taxes on twenty percent (20%) of the improvements.

The applicant would pay forty percent (40%) in year three (3), sixty percent (60%) in year four

(4), Eighty percent (80%) in year five (5) and full taxes in year six (6).

PROPOSED REVENUE TO THE CITY:

The total phased-in tax on improvements projected to be paid for the five-year term of the abatement is \$38,581.

The total tax exempted on the improvements for the term is \$55,999. The Tax Assessor set the assessment based upon information provided by the Applicant.

The schedule below adds a two percent (2%) annual increase to the tax rate. The Assessor's Schedule does not include a projected increase in the Tax Rate.

Block 15203 Lot 10

Tax Projections on Improvements Only

65 Storms Avenue						Five Year
Year	1	2	3	4	5	Totals
Current Tax Rate	77.01	78.55	80.12	81.72	83.36	
Full Tax on Improvements	18,174.36	18,537.85	18,908.60	19,286.78	19,672.51	94,580.10
Phase in %	0%	20%	40%	60%	80%	
Phase in Tax on improvements	0.00	3,707.57	7,563.44	11,572.07	15,738.01	38,581.09
Exempted Tax	18,174.36	14,830.28	11,345.16	7,714.71	3,934.50	55,999.01

Assumes 2% Annual Tax Rate Increase

Per Tax Assessor

Assessments

Land \$54,000

Improvements \$236,000

Total \$290,000

**SINGH, INDERJIT
BLOCK 15203 Lot 10
65 Storms Avenue**

15203-10

Block	Lot		Existing Assessments	New Assessments	Assessment (Phased-In)
15203	10	Land	34,200	54,000	-
		Bldg	76,700	236,000	236,000
		Total	110,900	290,000	236,000

**In-Lieu of Full Property Tax On Such Property, An
Amount Equal To A Percentage Of Taxes Otherwise Due,
According To The Following Schedule:**

Stage

1	In the first full tax year after completion, no payment in lieu of taxes otherwise due on improvement;		0
2	In the second tax year, an amount equal to 20% of conventional taxes otherwise due on improvement to be the sum of;	\$	3,634.87
3	In the third tax year, an amount equal to 40% of conventional taxes otherwise due on improvement to be the sum of ;	\$	7,269.74
4	In the fourth tax year, an amount equal to 60% of conventional taxes otherwise due on improvement to be the sum of;	\$	10,904.62
5	In the fifth tax year, an amount equal to 80% of conventional taxes otherwise due on improvement to be the sum of;	\$	14,539.49
AT THE EXPIRATION OF THE EXEMPTION, THE PROJECT'S NEW IMPROVEMENT ANNUAL TAXES		\$	18,174.36

5/10/2017

FISCAL IMPACT COST PROJECTION (TIER 1 - 5 YEAR)

Block: 15203 Lot: 10 Loc: 65 STORMS AVE

Market Rate Units	Number of Units	Demographic Multipliers (Transit Oriented Development)*		Total		Annual Expenditures		Total Annual Expenditures	
		Household	Students	Residents	Students	Per Capita Municipal	Per Pupil Per School District	Municipal	School District
1 Bedroom	3	1.421	0.050	4.26	0.15	\$1,172.97	\$3,673.00	\$5,000.38	\$550.95
2 Bedroom	6	2.012	0.120	12.07	0.72	\$1,172.97	\$3,673.00	\$14,160.13	\$2,644.56
TOTAL	9			16.34	0.87			\$19,160.51	\$3,195.51

1. Total Municipal Ratables		\$6,093,045,337	4. CY 2016 Budget		\$570,918,095	6. Population of Jersey City		9. Increase in Services Incurred Per Development	
						(2014 Census)		\$ 22,356.02	
2. Residential Ratables		\$3,281,646,604				7. Per Capita Municipal Cost		10. Anticipated Taxes (77.01 w/ 2% Annual Increase)	
Commercial Ratables		\$1,524,059,780				\$1,172.97		1st Year \$ 4,158.54	
								2nd Year \$ 7,949.28	
								3rd Year \$ 11,889.99	
								4th Year \$ 15,985.14	
								5th Year \$ 20,239.35	
3. Residential Ratables as a Percentage of Total Ratables		53.86%	5. Residential Portion		\$307,490,150	8. Annual Expenditures Per Student**		11. Implied Surplus (Cost)	
						\$3,673.00		1st Year \$ (18,197.48)	
								2nd Year \$ (14,406.74)	
								3rd Year \$ (10,466.04)	
								4th Year \$ (6,370.88)	
								5th Year \$ (2,116.68)	

Classic Average costing approach for projecting the impact of population change and local Municipal and School District costs

*Source: New Jersey Demographic Multipliers: Profile of the Occupants of Residential and Nonresidential Development; Listokin, November 2006

**Source: 2015-2016 Jersey City Municipal Cost Per Pupil

NEW ASSESSMENT AFTER IMPROVEMENTS

LAND: 54,000
BLDG: 236,000

TIER ONE (5 YEAR)
4-08-14
NJSA 40A:21-1 et seq
(Multiple Dwelling, Industrial, Commercial)

TAX AGREEMENT
FIVE YEAR/NEW CONSTRUCTION

THIS AGREEMENT made on this _____ day of _____, 2017, by and between the **CITY OF JERSEY CITY** [City], a municipal corporation organized under the Laws of the State of New Jersey and having its principal place of business at 280 Grove Street, Jersey City, New Jersey 07302, and, **INDERJIT & ONKAR SINGH** [Applicant /Owner], whose principal place of business is 222 Duncan Avenue, Jersey City, New Jersey, New Jersey 07306.

WITNESSETH:

WHEREAS, the Municipal Council has indicated by its intention to utilize the five year tax exemption provisions authorized by Article VIII, Section I, paragraph VI of the NJ State Constitution and the Five Year Exemption Law, N.J.S.A. 40A:21-1 et seq. for improvements and projects by the adoption of Ordinance 05-060, as amended by Ordinance 07-146; and

WHEREAS, the Applicant is owner of certain property located at 65-67 Storms Avenue, in the City of Jersey City, County of Hudson and State of New Jersey, designated as Block 15203, Lot 10 on the Tax Assessor's Map, more commonly known by the street address of 65-67 Storms Avenue and more particularly described in the metes and bounds description attached hereto as Exhibit A [Property];

WHEREAS, on or about May 17, 2017, the Applicant applied for a five year tax exemption to construct a new four (4) story building to contain approximately nine (9) market rate rental units on the Property [Improvements] pursuant to N.J.S.A. 40A:21-1 et seq and Section 304-12 of the Municipal Code [Law]; and

WHEREAS, the City has reviewed the application, approved the construction of the Improvements and authorized the execution of a Tax Exemption Agreement by the adoption of Ordinance _____ on _____.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises and covenants hereinafter contained, the parties hereto agree as follows:

ARTICLE I: APPROVAL OF TAX EXEMPTION

The City hereby agrees to a tax exemption for the construction of a new four (4) story building to contain approximately nine (9) market rate rental units [Improvements] on the Property, as further described in the Application, attached hereto as Exhibit B, pursuant to the provisions of N.J.S.A. 40A:21-1 et seq. and Ordinance _____ which

authorized the execution of this Tax Agreement [Law], subject to the terms and conditions hereof.

ARTICLE II: IN LIEU OF TAX PAYMENTS

The Applicant agrees to make estimated payments on the new Improvements, (separate and apart from taxes on the land and existing improvements which shall continue to be subject to conventional assessment and taxation and for which the Applicant shall receive no credit against the in lieu of tax payment) in lieu of full property tax payments according to the following schedule:

1. For the full calendar of Year 1, no payment in lieu of taxes;
2. For the full calendar of Year 2, twenty (20%) percent of the actual taxes otherwise due, currently estimated to be the sum of \$3,635;
3. For the full calendar of Year 3, forty (40%) percent of the actual taxes otherwise due, currently estimated to be the sum of \$ 7,270;
4. For the full calendar of Year 4, sixty (60%) percent of the actual taxes otherwise due, currently estimated to be the sum of \$ 10,905; and
5. For the full calendar of Year 5, eighty (80%) percent of the actual taxes otherwise due, currently estimated to be the sum of \$ 14,539.

In the event a City-wide revaluation results in decrease in the amount of taxes otherwise due, payment hereunder shall be the higher of either the taxes estimated above or the amount of actual taxes after the City-wide revaluation.

ARTICLE III: APPLICATION FEE

The Applicant has paid the sum of **\$1,800** to the City as an application fee. Failure to make such payment shall cause the tax exemption to terminate.

ARTICLES IV: FEDERAL, STATE AND LOCAL LAW

The construction of the Improvements is subject to all applicable federal, State and local laws and regulations on pollution control, worker safety, discrimination in employment, housing provision, zoning, planning and building code requirements.

ARTICLE V: TERM OF EXEMPTION

The Tax Exemption granted shall be valid and effective for a period of five (5) full calendar years from the date of Substantial Completion of the Project, which shall ordinarily mean the date on which the City issues, or the Project is eligible to receive, a Certificate of Occupancy, whether temporary or final, for part or the whole of the Project.

During the term of the tax exemption, the Applicant shall make an in lieu of tax payment to the City in accordance with the schedule set forth above. Prior to the commencement of the tax exemption, and upon expiration thereof, the Applicant shall pay full conventional taxes on the Improvements.

ARTICLE VI: REVALUE

The applicant has agreed that in the event the revalue results in a decrease in the amount of actual taxes otherwise due, for purposes of calculating a tax payment hereunder during the five (5) year period, the amount shall be calculated on the higher of the amount estimated hereunder or the actual taxes.

ARTICLE VII: NO COUNTY EQUALIZATION AND SCHOOL AID

Pursuant to N.J.S.A. 40A:21-11(c), the percentage, which the payment in lieu of taxes for the tax exempt property bears to the property tax which would have been paid had an exemption not been granted for the property under this Agreement, shall not be applied to the valuation of the property to determine the reduced valuation of the property to be included in the valuation of the City for determining equalization for county tax apportionment and school aid, during the term of the tax exemption agreement covering this property. At the expiration or termination of this Agreement, the reduced valuation procedure required under the Law shall no longer apply.

ARTICLE VIII: OPERATION OR DISPOSITION OF PROPERTY

If during any year prior to the termination of this Agreement, the Applicant ceases to operate or disposes of the Property, or fails to meet the conditions for qualifying for tax exemption under this Agreement or pursuant to Law, then the tax which would have otherwise been payable for each and every year, shall become due and payable from the Applicant as if no exemption had been granted. The Tax Collector shall, within 15 days thereof, notify the owner of the Property of the amount of taxes due.

However, with respect to the disposal of the property, if it is determined that the new owner will continue to use the property pursuant to the conditions which qualify the property for exemption, the tax exemption shall continue and this Agreement shall remain in full force and effect.

ARTICLE IX: AFFORDABLE HOUSING TRUST FUND CONTRIBUTION REQUIRED

A. **Contribution.** The Entity will pay the City the sum of \$13,500 or \$1,500 per unit as a contribution. The sum shall be due and payable as follows:

- i. 1/3 on or before the effective adoption date of the Ordinance approving the tax exemption;

- ii. 1/3 on or before the issuance of the first of any construction permit for the Project, but no later than six months after the date of the Tax Agreement; and
- iii. 1/3 on or before the date the first of any Certificate of Occupancy is issued for the Project, but no later than twenty-four (24) months after the date of the Tax Agreement.

ARTICLE X: TERMINATION/ELIGIBILITY FOR ADDITIONAL TAX EXEMPTION

Upon the termination of this Agreement for tax exemption, the Project shall be subject to all applicable real property taxes as provided by State Laws and Regulations and City Ordinances. However, nothing herein shall be deemed to prohibit the Project, at the termination of this Agreement, from qualifying for and receiving the full benefits of any other tax preferences allowed by law. Furthermore, nothing herein shall prohibit the Applicant from exercising any rights under any other tax provisions of State law or City Ordinances.

In the event the owner elects to terminate this tax abatement after the revalue, the owner shall pay the City the difference of 100% of the full amount of the taxes otherwise due from the 1st year of this agreement to the date of termination.

ARTICLE XI: PROJECT EMPLOYMENT AND CONTRACTING AGREEMENT

In order to provide City residents and businesses with employment and other economic opportunities, the Applicant agrees to comply with the terms and conditions of the Project Employment & Contracting Agreement which is attached hereto as Exhibit C.

ARTICLE XII: PROJECT LABOR AGREEMENT AND LIVING WAGE REQUIREMENT (Projects with Construction Exceeding \$25 Million)

The Applicant shall execute a Project Labor Agreement as required by Ordinance 07-123 as it exists or as it may be amended from time to time.

The Applicant also agrees to comply with the requirements of Section 3-76 of the Jersey City Municipal Code concerning required wage, benefit and leave standards for building service workers. All janitors and unarmed security guards employed at the Projects, including any and all tenants or subtenants of the developer, shall not be paid less than the standard hourly rate of pay and benefits for their respective classifications and shall be provided with paid leave in accordance with the provisions of the Jersey City Municipal Code Section 3-51G(1).

ARTICLE XIII: NOTICES

All notices to be given with respect to this Agreement shall be in writing. Each notice shall be sent by registered or certified mail, postage prepaid, return receipt requested, to the party to be notified at the addresses set forth below or at such other address as either party may from time to time designate in writing:

Notice to City:

Business Administrator
City Hall, 280 Grove Street
Jersey City, New Jersey 07302

Notice to Applicant:

Inderjit & Onkar Singh
22 Duncan Avenue
Jersey City, New Jersey 07306

ARTICLE XIV: GENERAL PROVISIONS

This Agreement contains the entire Agreement between the parties and cannot be amended, changed or modified except by written instrument executed by the parties hereto.

In the event that any provisions or term of this Agreement shall be held invalid or unenforceable by a Court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof; provided, however, that the City continues to receive the full benefit of any economic term hereunder.

This Agreement shall be governed by and construed in accordance with the Laws of the State of New Jersey.

This agreement may be executed in several counterparts, each of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the City and the Applicant have caused this Agreement to be executed on the date and year first above written.

WITNESS:

INDERJIT & ONKAR SINGH

BY: _____
Inderjit & Onkar Singh,
Member

ATTEST:

CITY OF JERSEY CITY

Robert Byrne
City Clerk

BY: _____
Robert J. Kakoleski
Business Administrator

PROJECT EMPLOYMENT & CONTRACTING AGREEMENT

This Project Employment & Contracting Agreement is made on the ____ day of ____, 2017, between the **CITY OF JERSEY CITY** [City] and **INDERJIT & ONKAR SINGH** [Recipient], having its principal office at 222 Duncan Avenue, Jersey City, NJ 07306.

I. Definitions:

The following words and terms, when used in this agreement, shall have the following meanings unless the context clearly indicates otherwise.

1. "City" means the Business Administrator of the City of Jersey City, or his designee, including any person or entity which enters into an agreement with the City to implement, in whole or in part, this agreement.
2. "Contractor" means any party performing or offering to perform a prime contract on behalf of the Recipient.
3. Construction Contract means any agreement for the erection, repair, alteration or demolition of any building, structure, bridge, roadway or other improvement on a Project Site.
4. "Economic Incentive" means a tax abatement or tax exemption for a property or project which requires approval of the Municipal Council.
5. "Employment" includes positions created as a result of internal promotions, terminations, or expansions within the Recipient's work force which are to be filled by new employees. However, positions filled through promotion from within the Recipient's existing work force are not covered positions under this agreement.
6. Jersey City Employment and Training Corporation or "JCEPT" means the non-profit quasi public Entity with whom the City has an operating agreement to undertake certain employment services.
7. "Local Business" means a bona fide business located in Jersey City.
8. "Minority" means a person who is defined as such under federal or state law.
9. "Minority or Woman Owned Local Business" means a bona fide business located in Jersey City which is fifty-one (51%) percent or more owned and controlled by either a Minority or woman.
10. "Non-Traditional Jobs" means jobs which are held by less than twenty (20%) percent women, as reported by the New Jersey Department of Labor and Workforce

Development, Division of Labor Market, and Demographic Research for Jersey City, which report shall be on file with the City Clerk.

11. "Office of Tax Abatement and Compliance" located at 15 East Linden Avenue, Suite 200. The Office of Tax Abatement and Compliance, under the Department of Administration, is in charge of monitoring projects receiving tax abatements and monitoring Project Employment & Contracting Agreements.
12. "Permanent Jobs" mean newly created long term salaried positions, whether permanent, temporary, part time or seasonal.
13. "Project or Project Site" means the specific work location or locations specified in the contract.
14. The "Project Employment & Contracting Coordinator" or "Coordinator" is the employee in the Department of Administration presently, the Executive Director of the Jersey City Employment & Training Program, Inc., who is in charge of coordinating Project Employment & Contracting projects. Contractors and developers engaged in projects covered by Project Employment & Contracting Agreements will direct inquiries to the Coordinator. The Coordinator may refer a developer to the JCEPT or its one-stop career center so long as the City and JCEPT agreement is in full force and effect.
15. The "Project Employment & Contracting Monitor" or "Monitor" is the employee in the Department of Administration who is in charge of monitoring the site, collecting the reports and documentation, and other day-to-day Project Employment & Contracting administration as stipulated by this agreement.
16. The "Project Employment & Contracting Officer" or "Officer" is an employee of the Recipient who is designated by the Recipient to make sure the Recipient is in compliance with the Recipient's Project Employment & Contracting agreement.
17. "Recipient" means any individual, partnership, association, organization, corporation or other entity, whether public or private, or for profit or non-profit, or agent thereof, which receives an Economic Incentive and shall include any Contractor, Subcontractor or agent of the Recipient.
18. "The Registry" or "Jersey City Employment Registry" means a data base maintained by the City or its designee, of Jersey City residents seeking employment and Local Businesses, including Minority or Woman Owned Local Businesses, seeking contracts.
19. "Subcontract" means a binding legal relationship involving performance of a contract that is part of a prime contract.
20. "Subcontractor" means a third party that is engaged by the prime Contractor to perform under a subcontract all or part of the work included in an original contract.

21. "Substantial Completion" means the determination by the City that the Project, in whole or in part, is ready for the use intended, which ordinarily shall mean the date on which the Project receives, or is eligible to receive any Certificate of Occupancy for any portion of the Project.

II. Purpose: Construction Jobs, Business Contracting, Permanent Jobs

The City wishes to assure continuing employment opportunities for City residents, particularly residents who are Minorities, and business opportunities for Local Businesses, especially Minority and Women Owned Local Businesses, with employers located in or relocating to the City who are the Recipients of Economic Incentives. The City has determined to accomplish that goal by requiring the Recipient of an Economic Incentive to act in Good Faith, as defined herein, and discharge its obligations under this Agreement. To the extent mandated by State and Federal law and so long as the Entity discharges its Good Faith obligations under this agreement, the City acknowledges that the Recipient and its contractors are free to hire whomever they choose.

Because this project is not subject to the terms of a Project Labor Agreement during construction, this agreement shall apply to all Construction Jobs, Business Contracts and non-construction Permanent Jobs. Recipients are also required to notify any commercial tenants of employment services available from the City.

III. Recipient Designee:

The Recipient shall designate a principal officer of its firm to be responsible for administering the agreement detailed herein and to report to and confer with the City in order to discharge its Good Faith obligations as defined in this agreement. This officer should be designated as the Project Employment & Contracting Officer.

The Recipient shall send a letter designating its "Project Employment & Contracting Compliance Officer" to the Project Employment & Contracting Coordinator prior to any preconstruction meetings. An example of this letter can be found in Appendix 1. This Officer should also be present for all preconstruction meetings.

The Recipient should send a letter regarding the "Project Employment & Contracting Compliance Officer" to the employees of the Recipient's company. An example of this letter can be found in Appendix 2.

IV. Term:

This agreement shall be in effect for a period co-terminus with the effective period of the tax exemption [the Economic Incentive]. Thus, it will commence on the date the City Council adopted Ordinance ____, approving the tax exemption and terminate the earlier of ____ () years from the date of the adoption of that Ordinance or ____ () years from the date of Substantial Completion of the Project.

V. Good Faith Goals:

In the event the Recipient is able to demonstrate that its work force already meets the goals set forth below or is able to meet such goals during the term of this agreement, the Recipient shall only be required to submit the periodic certified manning and certified payroll reports described below to confirm ongoing compliance. All other Recipients must comply with the following Good Faith goals.

1. **Employment (Construction and Permanent Jobs):** The Recipient shall make a Good Faith effort to achieve the goal of a work force representing fifty-one (51%) percent City residents, fifty-one (51%) percent of whom are residents who are Minorities and, in Non-Traditional Jobs, six point nine (6.9%) percent of whom are residents who are women, it being understood that one employee may satisfy more than one category.
2. **Business Contracting:** The Recipient shall make a Good Faith effort to achieve the goal of awarding twenty (20%) percent of the dollar amount of its contracts to Local Businesses, fifty-one (51%) percent of which shall be Minority or Women Owned Local Businesses. If fifty-one (51%) percent of Minority or Women Owned Local Businesses cannot be obtained, that percentage of contracts must still be applied to local vendors.

VI. Good Faith Defined. Construction Jobs:

1. **Construction Jobs:** Good Faith shall mean compliance with all of the following conditions:

A. Initial Manning Report:

- i) Prior to the commencement of their work on the Project, each Contractor /Subcontractor shall prepare an Initial Manning Report.
- ii) The Initial Manning Report should contain an estimate of the total hours in each construction trade or craft and the number of hours to be worked by City residents, including a list of the number of minority residents and women residents that will work in each trade or craft, including the work hours to be performed by such employees of any and all Contractors and Subcontractors. Attached hereto as Appendix B is the Recipient's Initial Manning Report.
- iii) The Initial Manning Report shall be filed with the Project Employment and Contracting Monitor, who must accept said Report prior to the Recipient entering into any construction contract. An example of this acceptance letter is given in Appendix C.

B. Developer's Contracting Obligations

- i) Once the developer submits the project's initial manning report, he/she must forward a letter with requests for quotation or bid to Mayor Steven M. Fulop's Office of Diversity and Inclusion for local and minority vendors for any

construction or building operating goods, services and sub-contracting opportunities. An example of this letter is given in Appendix D.

- ii) The developer shall make a good faith effort to contact those businesses and individuals who submit bids. This effort must be documented by letter, which will be sent to Mayor Steven M. Fulop's Office of Diversity and Inclusion at DEO under the Department of Administration. An example of this letter can be found in Appendix D2.

C. Contractor's/Subcontractor's Compliance Statement

Prior to commencement of their work on the Project, each Contractor or Subcontractor must agree in writing to comply with this agreement and the employment goals elaborated herein. An example of this Compliance Statement can be found in Appendix E.

D. Union Statement of Using Its Best Efforts

- i) Prior to commencement of their work on the Project, the contractor/subcontractor must submit a statement expressing its adherence to the Project Employment & Contracting Agreement to each union with which he/she has a collective bargaining agreement covering workers to be employed on the project.
- ii) The Compliance Statement shall include a union statement for the particular union to sign, which claims the union will use its best efforts to comply with the employment goals articulated in the Project Employment & Contracting agreement. This compliance statement is detailed in Appendix F. A copy of the signed compliance statement must be sent to the Project Employment & Contracting Monitor in DEO under the Department of Administration before work starts in order for a developer to be in compliance.
- iii) The Recipient will require the Contractor or Subcontractor to promptly notify the City of any refusal or failure of a union to sign the statement. If a particular union refuses to sign a statement, the Recipient will document its efforts to obtain such statement and the reasons given by the union for not signing such statement, and submit such documentation to the Project Employment & Contracting Monitor in DEO under the Department of Administration.

E. Sub-Contractors

The developer shall require that each prime contractor be responsible for the compliance of his/her subcontractors with the aforementioned Project Employment & Contracting requirements during the performance of the contract. Whenever the contractor sub-contracts a portion of the work on the project, the contractor shall bind the subcontractor to the obligations contained in these supplemental conditions to the full extent as if he/she were the contractor.

F. Union Apprentices

The contractor is responsible for assuring that resident and minority apprentices account for at least fifty (50%) percent of the total hours worked by union apprentices on the job in each trade listed in which apprentices are employed, according to the apprentice-to-journey-worker ratio contained in the collective bargaining agreement between the various unions, and shall hold each of his/her subcontractors to this requirement. The Recipient will require the contractor or subcontractor to promptly notify the City of any refusal of a union to utilize resident and minority apprentices.

G. Monthly Manning Report

- i) The Recipient will cause the Contractor to complete and submit Monthly Project Manning Reports to the Project Employment & Contracting Monitor in DEO under the Department of Administration by the seventh day of the month following the month during which the work is performed, for the duration of the contract.
- ii) The report will accurately reflect the total hours in each construction trade or craft and the number of hours worked by City residents, including a list of the number of minority resident and women resident workers in each trade or craft, and will list separately the work hours performed by such employees of the Contractor and each of its Subcontractors during the previous month. The Monthly Manning Report shall be in the form attached hereto as Appendix G.
- iii) The Recipient is responsible for maintaining or causing the Contractor to maintain records supporting the reported work hours of its Contractors or Subcontractors.

H. Monthly Certified Payroll Report

- i) The Recipient will cause the Contractor to furnish the Project Employment & Contracting Monitor with copies of its weekly Certified Payroll reports. The reports will specify the residence, gender and ethnic/racial origin of each worker, work hours and rate of pay and benefits provided. The Certified Payroll report shall be in the form attached hereto as Appendix H.
- ii) Payroll reports must be submitted on a monthly basis with the Monthly Manning Report or the Recipient is no longer in compliance.

I. Equal Employment Opportunity Reports

Prior to commencement of work on the Project, the Recipient will request copies of the most recent Local Union Report (EEO-3) and Apprenticeship Information Report (EEO-2) which are required to be filed with the US Commission of Equal Employment Opportunity Commission by the collective bargaining unit. These reports will be forwarded to the Project Employment & Contracting Monitor within one month of the signing of the Project Employment & Contracting Agreement.

J. Other Reports

In addition to the above reports, the Recipient shall furnish such reports or other documents to the City as the City may request from time to time in order to carry out the purposes of this agreement.

K. Records Access

The Recipient will insure that the City will have reasonable access to all records and files reasonably necessary to confirm the accuracy of the information provided in the reports.

L. Work Site Access For Monitor

- i) The City will physically monitor the work sites subject to this agreement to verify the accuracy of the monthly reports. Each work site will be physically monitored approximately once every two weeks, and more frequently if it is deemed reasonably necessary by the City. The City's findings shall be recorded in a "Site Visit Report." An example of a bi-weekly site visit report can be found in Appendix I.
- ii) The Recipient shall require the Contractor and Sub-contractor to cooperate with the City's site monitoring activities and inform the City as to the dates they are working at the Project site. This includes specifically instructing the on-site construction manager about the monitoring process, and informing him/her that the monitor will contact him/her to set up an initial meeting. In the case of projects with multiple locations, the Recipient shall inform the City of the dates they are working at each site location(s) where they are working, in order to facilitate the monitoring.

VII. Good Faith Defined. Permanent Jobs:

1. **Permanent Jobs:** Good Faith shall mean compliance with all of the following conditions:

A. Pre-hiring Job Awareness: At least eight (8) months prior to the hiring of a Recipient's permanent workforce, the Project Employment & Contracting officer for the Recipient will meet with the Coordinator, including the director of JCETP to discuss how the Recipient plans to hire its permanent workforce. The following issues should be covered in this meeting:

- i) whether subcontractors will be used in the hiring process.
- ii) the specific types of jobs that need to be filled.
- iii) the qualifications needed for these particular jobs.
- iv) possible training programs offered by the permanent employer.

- v) the Recipient's goals and how it plans to meet these goals.
- vi) any other issues which need to be addressed.

- B. Subcontractor Notification: If the Recipient decides to subcontract any portion or all of its permanent workforce, then the Recipient must receive a signed acknowledgment from the subcontracting party that it will abide by the Project Employment & Contracting Agreement before said subcontractor begins staffing permanent employees. The Recipient must forward a copy of the signed acknowledgment to the Project Employment & Contracting Monitor. An example of this signed acknowledgment can be found in Appendix 3.
- C. Subcontractor Pre-Hiring Job Awareness Meeting: Each subcontractor hired to staff permanent job positions must appoint a Project Employment & Contracting Officer to meet with the head of the Registry to discuss the same issues presented above in VI 1.A.(i)-(vi) and notify the City.
- D. Subcontractors of Subcontractors: Subcontractors of subcontractors are subject to the same requirements for the initial subcontractors.
- E. Documentation of Hiring Plan: Once the Pre-Hiring Job Awareness Meeting has taken place, the Recipient must put together a document with goals and totals for future permanent employment needs. This plan should summarize all that was discussed in the Pre-Hiring Awareness Meeting, list estimates for manpower needs, set residential and minority employment goals commensurate with the Project Employment & Contracting Agreement, and show how the Recipient plans to meet these goals. An example of this plan is found in Appendix 4.
- F. Pre-Hiring Notification: At least ten (10) working days prior to advertising for any employees, the Recipient or the Recipient's subcontractor shall provide the DEO and the JCEPT with a written notice, which shall state the job title, job description and minimum qualifications, rate of pay, hours of work and the hiring date for each position to be filled, in qualitative and objective terms which will enable the referral of qualified applicants to the Recipient.
- G. Advertisement: At the request of the City, or because the City does not have qualified applicants to refer to the Recipient, the Recipient will place an advertisement for the jobs in a newspaper which is regularly published in Jersey City. The Recipient must furnish the DEO with a copy of this advertisement.
- H. Pre-Hiring Interview: The Recipient shall interview any qualified applicants referred to it pursuant to the agreement. In the event advertisement is required, the Recipient agrees to interview any qualified persons responding to the advertisement.
- I. Monthly Employment Reports: The Recipient will submit written employment reports to the Project Employment & Contracting Monitor in the form to be provided by the City. The report will be submitted on the 1st day of every month. It will describe each job and state whether the job was filled or held by a City resident, minority resident or woman

resident and date of hire. The report will explain in writing the reasons why any qualified referred applicant (or in the event advertisement is required, any qualified person responding to the advertisement) was not hired and the reason therefore. The form of this report shall be in substantially the form found in Appendix 5, subject to such revision as the City deems appropriate and reasonable. Monthly reports may be extended to semi-annually reports once the initial workforce is hired.

- J. Record Access: The Recipient shall provide the City with reasonable access to all files and records including payroll and personnel information reasonably necessary to confirm the accuracy of the information set forth in the semi-annual reports.
- K. Work Place Access: The Recipient shall provide the City with reasonable access to the site to physically monitor the work site to verify the accuracy of the information set forth in the any reports.
- L. Other Reports, Documents: In addition to the above reports, the Recipient shall furnish such reports or other documents that the City may request from time to time in order to implement the purposes of this agreement.
- M. Incorporation of Agreement: The Recipient shall incorporate the provisions of this Agreement in all contracts, agreements and purchase orders for labor with any service, maintenance, security or management agent or Contractor engaged by the Recipient whose personnel will be assigned to the Recipient project.

VIII. Good Faith Defined. Business Contracts

- A. Good Faith shall mean compliance with all of the following conditions:
 - i) Solicitation of Businesses:
 - a) One month before the solicitation for any goods or services, the Recipient must forward a letter with a description of the goods or services to the Project Employment and Contracting Coordinator;
 - b) The Recipient shall provide the City with a written Purchasing Report every month. The form of this report shall be in substantially the form found in Appendix 6.
 - c) Pre-Hiring Notification: At least ten (10) working days prior to advertising for any employees, the Recipient or the Recipient's subcontractor shall provide the DEO and the JCEPT with a written notice, which shall state the job title, job description and minimum qualifications, rate of pay, hours of work and the hiring date for each position to be filled, in qualitative and objective terms which will enable the referral of qualified applicants to the Recipient.
 - d) Advertisement: At the request of the City, or because the City does not have qualified applicants to refer to the Recipient, the Recipient will place an

advertisement for the jobs in a newspaper which is regularly published in Jersey City. The Recipient must furnish the DEO with a copy of this advertisement.

- e) Pre-Hiring Interview: The Recipient shall interview any qualified applicants referred to it pursuant to the agreement. In the event advertisement is required, the Recipient agrees to interview any qualified persons responding to the advertisement.
 - f) Monthly Employment Reports: The Recipient will submit written employment reports to the Project Employment & Contracting Monitor in the form to be provided by the City. The report will be submitted on the 1st day of every month. It will describe each job and state whether the job was filled or held by a City resident, minority resident or woman resident and date of hire. The report will explain in writing the reasons why any qualified referred applicant (or in the event advertisement is required, any qualified person responding to the advertisement) was not hired and the reason therefore. The form of this report shall be in substantially the form found in Appendix 5, subject to such revision as the City deems appropriate and reasonable. Monthly reports may be extended to semi-annually reports once the initial workforce is hired.
 - g) Record Access: The Recipient shall provide the City with reasonable access to all files and records including payroll and personnel information reasonably necessary to confirm the accuracy of the information set forth in the semi-annual reports.
 - h) Work Place Access: The Recipient shall provide the City with reasonable access to the site to physically monitor the work site to verify the accuracy of the information set forth in the any reports.
 - i) Other Reports, Documents: In addition to the above reports, the Recipient shall furnish such reports or other documents that the City may request from time to time in order to implement the purposes of this agreement.
 - j) Incorporation of Agreement: The Recipient shall incorporate the provisions of this Agreement in all contracts, agreements and purchase orders for labor with any service, maintenance, security or management agent or Contractor engaged by the Recipient whose personnel will be assigned to the Recipient project.
- B. The Recipient pledges not to use local and local minority vendors solely as conduits for vendors that are not local and minority owned. Any discovery by Project Employment and Contracting Monitor of a Recipient, using the masthead of a local or minority owned business as a way to get credit for local or minority employment when it should not, will immediately subject the Recipient to the penalties listed in Section VIII (d) below.

IX. Good Faith Defined. Commercial Tenants at the Project Site

Good Faith shall mean compliance with all of the following conditions:

- A. The Recipient shall send all tenants of commercial space, including retail space, within the Project Site a Tenant Employment Services Guide in the form attached as Appendix 7.
- B. The Recipient shall require tenants of commercial, including any retail space to complete an annual questionnaire concerning the composition of the work force of each tenant. The completed questionnaire be submitted to the Project Employment & Contracting Monitor. The questionnaire shall be in the form attached as Appendix 8.
- C. The Recipient will send the results of its solicitation to the Project Employment & Contracting Monitor no later than December 1st of each year.

X. Notices of Violation:

- 1. Advisory Notice: The City will issue a written Advisory Notice to the Recipient if there is non-compliance with a Good Faith requirement as defined in this agreement. The Advisory Notice shall explain in sufficient detail the basis of the alleged violation. The Recipient shall have seven (7) days to correct the violation.
- 2. Violation Notice: If the alleged violation set forth in the Advisory Notice has not been corrected to the satisfaction of the City the City shall issue a Violation Notice to the Recipient. The Violation Notice shall explain in sufficient detail the basis of the alleged, continuing violation. The Recipient will have three (3) working days to correct the violation.
- 3. Correcting the Violation: Either or both the Advisory Notice or the Violation Notice may be considered corrected if the Recipient satisfies the requirements of this agreement and so advises the City in writing, subject to confirmation by the City.
- 4. Extension of Time to Correction: Either the Advisory Notice or the Violation Notice may be held in abeyance and the time for correction extended if the Recipient enters into satisfactory written agreement with the City for corrective action which is designed to achieve compliance. If Recipient fails to abide by the terms of such agreement the violation will be considered not corrected.

If the City determines that the Recipient is in violation after the expiration of the cure periods, the Recipient agrees that the City shall be entitled to the liquidated damages provided below.

XI. Liquidated Damages:

- 1. While reserving any other remedies the City may have at law or equity for a material breach of the above terms and conditions, the parties agree that damages for violations of

this agreement by the Recipient cannot be calculated within any reasonable degree of mathematical certainty. Therefore, the parties agree that upon the occurrence of a material breach of any of the above terms and conditions and after notice and expiration of any cure period, the City will be entitled to liquidated damages from the Recipient in the following amounts:

- A. Failure to file Initial Manning Report (Construction Jobs) or Pre-Hiring Notification (Permanent Jobs) or Pre-Contracting Notification (Business Contracts): an amount equal to five percent (5%) increase in the estimated annual service charge as set forth in the Financial Agreement for each quarter or part thereof that the Recipient is non-compliant.
- B. Failure to conduct Pre-hiring Interviews or submit Compliance Statement (Submit description of goods or services, (Business Contracting): an amount equal to three (3%) percent of the estimated annual service charge as set forth in the Financial Agreement for each quarter or part thereof that the Recipient is non compliant.
2. Failure to allow record or work place access or submit any other required reports (all categories): an amount equal to three (3%) percent increase service charge as set forth in the Financial Agreement for each quarter or part thereof that the Recipient is non compliant.
3. The use of the local or local minority business' masthead for labor or work supplied by a non local or local minority vendor: An amount equal to ten (10%) service charge as set forth in the Financial Agreement for each quarter or part thereof, the Recipient is non compliant.

XII. Notices

Any notice required hereunder to be sent by either party to the other, shall be sent by certified mail, return receipt requested, addressed as follows:

1. When sent by the City to the Recipient it shall be addressed to:

INDERJIT & ONKAR SINGH
222 Duncan Avenue
Jersey City, New Jersey 07306

With a copy to:

Nicholas J. Cherami, Esq.
The Cherami Law Firm, LLC
236A Newark Avenue
Jersey City, New Jersey 07302

and

2. When sent by the Recipient to the City, it shall be addressed to:

City of Jersey City
Office of Tax Abatement Compliance
15 East Linden Avenue, Suite 200
Jersey City, New Jersey 07305
Att: Office Director

and

Director of Jersey City Employment and Training Program, Inc
895 Bergen Avenue - 2nd Floor
Jersey City, New Jersey 07306
Att: Executive Director

with separate copies to the Mayor and the Business Administrator.

XIII. Appendix

These forms are examples only and shall be in substantially the form on file in the Division of Economic Opportunity, subject to modifications from time to time by the City as necessary or appropriate.

1. Letter designating Recipient's Project Employment & Contracting Officer
2. Letter from Recipient to Employees of Recipient's Company
3. Acknowledgment of PECA compliance of Subcontractor
4. Example of Hiring Plan
5. Example of Monthly Employment Report
6. Example of Monthly Purchasing Report
7. Tenant Employment Services Guide
8. Commercial Retail Annual Questionnaire

XIV. Adoption, Approval, Modification:

This agreement shall take effect on the date that the Economic Incentive is approved by the Municipal Council.

XII. Controlling Regulations and Laws:

To the extent required by State and Federal Law and so long as the Entity discharges its Good Faith obligations under this agreement, the City agrees and acknowledges that the Recipient and its contractors are free to hire whomever they choose. If this agreement conflicts with any collective bargaining agreement, the City agrees to defer to such agreements so long as the Recipient provides the City with a copy of the offending provision in the collective bargaining agreement.

In the event there are any conflicts between this Agreement and any Project Labor Agreement, then as it pertains to construction jobs covered by the PLA, the Project Labor Agreement shall govern. Wherever possible, this Agreement shall be interpreted consistently with the Project Labor Agreement.

ATTEST:

CITY OF JERSEY CITY

Robert Byrne
City Clerk

Robert J. Kakoleski
Business Administrator

WITNESS:

INDERJIT & ONKAR SINGH

Inderjit & Onkar Singh
Managing Member

Ordinance of the City of Jersey City, N.J.



ORDINANCE NO. Ord. 17-105
TITLE: 3.H JUL 19 2017 4.H AUG 16 2017

An ordinance approving a five (5) year tax exemption pursuant to the provisions of N.J.S.A.40A:21-1, et seq., and Section 304-12 of the Municipal Code for property designated as Block 15203, Lot 10, on the City's tax map and more commonly known by the street address of 65 Storms Avenue.

RECORD OF COUNCIL VOTE ON INTRODUCTION JUL 19 2017 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING AUG 16 2017 7-0											
Councilperson <u>RIVERA</u> moved, seconded by Councilperson <u>LAVARRO</u> to close P.H.				COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	ABSENT			WATTERMANN	ABSENT		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

SPEAKERS:

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
Councilperson _____ moved to amend* Ordinance, seconded by Councilperson _____ & adopted				COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
GADSDEN				OSBORNE				WATTERMANN			
BOGGIANO				ROBINSON				LAVARRO, PRES.			

RECORD OF FINAL COUNCIL VOTE AUG 16 2017 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on JUL 19 2017
Adopted on second and final reading after hearing on AUG 16 2017

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on AUG 16 2017

Robert Byrne
Robert Byrne, City Clerk

*Amendment(s):

APPROVED:

Rolando R. Lavarro, Jr.

Rolando R. Lavarro, Jr., Council President

Date

AUG 16 2017

APPROVED:

Steven M. Fulop

Steven M. Fulop, Mayor

Date

AUG 17 2017

Date to Mayor

AUG 17 2017

City Clerk File No. Ord. 17-106
Agenda No. 3. I 1st Reading
Agenda No. 4. I. 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 17-106

TITLE: AN ORDINANCE SUPPLEMENTING CHAPTER 332 (VEHICLES AND TRAFFIC) ARTICLE III (PARKING, STANDING AND STOPPING) AND ARTICLE IX (PARKING FOR THE DISABLED) OF THE JERSEY CITY CODE DESIGNATING A RESERVED PARKING SPACE AT 225-227 ARMSTRONG AVENUE; 154 CHESTNUT AVENUE; 341 FULTON AVENUE; 389 FULTON AVENUE; 752 GRAND STREET; 68 ½ LAFAYETTE STREET; 117 NORTH STREET AND 28 ROOSEVELT AVENUE

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

1. Chapter 332 (Vehicles and Traffic) Article III (Parking, Standing and Stopping) and Article IX (Parking for the Disabled) of the Jersey City Code is hereby supplemented as follows:

Section 332-29 Disabled Parking Manual
Section 332-69 Restricted parking zones in front of or near residences of disabled drivers.

PARKING FOR THE DISABLED

Restricted parking spaces, (measuring approximately 22 feet in length) in front of residential building for use by persons who have been issued special vehicle identification cards by the Division of Motor Vehicles and handicapped parking permits issued by the Traffic Division.

<u>Nancy Nesmith</u>	<u>225-227 Armstrong Av</u>
<u>Maria Khiry</u>	<u>154 Chestnut Av</u>
<u>Cesar Camacho</u>	<u>341 Fulton Av</u>
<u>Delores Ocasio</u>	<u>389 Fulton Av</u>
<u>Evelyn Walker</u>	<u>752 Grand St</u>
<u>Carol Bullock</u>	<u>68 ½ Lafayette St</u>
<u>Sabina Sroczynski</u>	<u>509 Liberty Av</u>
<u>Chantel Rojas</u>	<u>117 North St</u>
<u>Alma Lockwood</u>	<u>28 Roosevelt Av</u>

2. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
3. This ordinance shall be a part of the Jersey City Code as though codified and incorporated in the official copies of the Jersey City Code.
4. This ordinance shall take effect at the time and in the manner as prescribed by law.
5. The City Clerk and the Corporation Counsel may change any chapter numbers, article numbers and section numbers if codification of this ordinance reveals a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

NOTE: All material to be inserted is new and underscored.

AV:pci
(07.12.17)

APPROVED AS TO LEGAL FORM

Joanne Monahan
for Corporation Counsel

Certification Required ☐
Not Required ☒

APPROVED: [Signature]
Director of Traffic & Transportation

APPROVED: Jose R. Guebara
Municipal Engineer
APPROVED: [Signature]
Business Administrator

ORDINANCE FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance

AN ORDINANCE SUPPLEMENTING CHAPTER 332 (VEHICLES AND TRAFFIC) ARTICLE III (PARKING, STANDING AND STOPPING) AND ARTICLE IX (PARKING FOR THE DISABLED) OF THE JERSEY CITY CODE DESIGNATING A RESERVED PARKING SPACE AT 225-227 ARMSTRONG AVENUE; 154 CHESTNUT AVENUE; 341 FULTON AVENUE; 389 FULTON AVENUE; 752 GRAND STREET; 68 ½ LAFAYETTE STREET; 117 NORTH STREET AND 28 ROOSEVELT AVENUE

Initiator

Department/Division	Administration	Engineering, Traffic and Transportation
Name/Title	Andrew Vischio, P.E. at the request of Councilwoman Watterman, Chairwoman for the Municipal Council Committee for Disabled Parking	Director of Traffic & Transportation
Phone/email	201.547.4419	AVischio@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Ordinance Purpose

All the disabled individuals listed on this Ordinance have filed an application with the Division of Engineering, Traffic and Transportation for review by the Municipal Council Committee for Disabled Parking and upon review of their application the Committee has recommended their application be approved and a reserved parking space at or near their residence be designated for their use.

I certify that all the facts presented herein are accurate.



Director of Traffic & Transportation

7/12/17

Date

Signature of Department Director

Date

Ordinance of the City of Jersey City, N.J.



ORDINANCE NO. Ord. 17-106
TITLE: 3.I JUL 19 2017 4.I **AUG 16 2017**

An ordinance supplementing Chapter 332 (Vehicles and Traffic) Article III (Parking, Standing and Stopping) and Article IX (Parking for the Disabled) of the Jersey City Code designating a reserved parking space at 225-227 Armstrong Avenue; 154 Chestnut Avenue; 341 Fulton Avenue; 389 Fulton Avenue; 752 Grand Street; 68 1/2 Lafayette Street; 117 North Street and 28 Roosevelt Avenue.

RECORD OF COUNCIL VOTE ON INTRODUCTION JUL 19 2017 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING AUG 16 2017 7-0											
Councilperson <u>LAVARRO</u> moved, seconded by Councilperson <u>GAJEWSKI</u> to close P.H.											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	ABSENT			WATTERMAN	ABSENT		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

SPEAKERS:

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
Councilperson _____ moved to amend* Ordinance, seconded by Councilperson _____ & adopted											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
GADSDEN				OSBORNE				WATTERMAN			
BOGGIANO				ROBINSON				LAVARRO, PRES.			

RECORD OF FINAL COUNCIL VOTE AUG 16 2017 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on **JUL 19 2017**
Adopted on second and final reading after hearing on **AUG 16 2017**

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on **AUG 16 2017**

Robert Byrne, City Clerk

*Amendment(s):

APPROVED:

Rolando R. Lavarro, Jr., Council President

Date **AUG 16 2017**

APPROVED:

Steven M. Fulop, Mayor

Date **AUG 17 2017**

Date to Mayor **AUG 17 2017**

City Clerk File No. Ord. 17-107

Agenda No. 3.A 1st Reading

Agenda No. 4.J 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE

offered and moved adoption of the following ordinance:

CITY ORDINANCE 17-107

TITLE: ORDINANCE APPROVING A TWENTY (20) YEAR TAX EXEMPTION FOR A COMMERCIAL WAREHOUSE PROJECT TO BE CONSTRUCTED BY EXETER THOMAS MCGOVERN LAND URBAN RENEWAL, LLC, PURSUANT TO THE PROVISIONS OF THE LONG TERM TAX EXEMPTION LAW N.J.S.A. 40A:20-1 ET SEQ FOR THE PROPERTY DESIGNATED AS BLOCK 21508, LOT 2, ON THE CITY'S TAX MAP AND MORE COMMONLY KNOWN BY THE STREET ADDRESS AS 295 THOMAS F. MCGOVERN DRIVE (F/K/A 79 THOMAS F. MCGOVERN DRIVE)

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

WHEREAS, Exeter Thomas McGovern Land Urban Renewal, LLC, is an urban renewal entity, formed and qualified to do business under the provisions of the Long Term Tax Exemption Law of 2003, as amended and supplemented, N.J.S.A. 40A:20-1 et seq. [Entity]; and

WHEREAS, the Entity is the owner of certain property known as Block 21508, Lot 2, on the City's Official Tax map, consisting of approximately 4.74 acres, and more commonly known by the street address of 295 Thomas F. McGovern Drive (f/k/a 79 Thomas F. McGovern Drive), Jersey City, and more specifically described by metes and bounds, in the application [Property]; and

WHEREAS, the Property is located within the Liberty Harbor Redevelopment Plan Area as required by N.J.S.A. 40A:20-4 and N.J.S.A. 40A:12A-5(g); and

WHEREAS, the Entity has applied for a 20 year long term tax exemption to construct a single story building with approximately 95,808 square feet of industrial space, 87 parking spaces and 15 loading docks, to be constructed on vacant land [Project]; and

WHEREAS, the Project received Site Plan approval from the Planning Board on May 24, 2016, and

WHEREAS, the Project received Amended Preliminary and Final Major Site Plan Approval with Deviation from the Planning Board on June 27, 2017, and

WHEREAS, Exeter Thomas McGovern Land Urban Renewal, LLC, has agreed to:

1. pay the greater of (i) the Minimum Annual Service Charge or (ii) 13% of the Annual Gross Revenue, which sum is initially estimated to be \$137,004; and which shall be subject to statutory staged increases over the term of the tax exemption; and
2. pay an annual sum equal to 2% of each prior year's Annual Service Charge as an Administrative Fee, or \$2,740; and
3. provide employment and other economic opportunities for City residents and businesses;
4. pay to City for remittance to Hudson County, an amount equal to 5% of the Annual Service Charge upon receipt of that charge, or \$6,850;
5. provide a contribution to the City's Affordable Housing Trust Fund, pursuant to Ordinance 03-112, in the amount of \$44,525. This payment is nonrefundable and nontransferable and shall be forfeited by the Entity should either party terminate the tax exemption prior to the end of the herein term; and

ORDINANCE APPROVING A TWENTY (20) YEAR TAX EXEMPTION FOR A COMMERCIAL WAREHOUSE PROJECT TO BE CONSTRUCTED BY EXETER THOMAS MCGOVERN LAND URBAN RENEWAL, LLC, PURSUANT TO THE PROVISIONS OF THE LONG TERM TAX EXEMPTION LAW N.J.S.A. 40A:20-1 et seq FOR THE PROPERTY DESIGNATED AS BLOCK 21508, LOT 2, ON THE CITY'S TAX MAP AND MORE COMMONLY KNOWN BY THE STREET ADDRESS AS 295 THOMAS F. MCGOVERN DRIVE (F/K/A 79 THOMAS F. MCGOVERN DRIVE)

6. the City will share 10% percent of the Annual Service Charge the City receives, or \$13,700, with the Jersey City Board of Education; and
7. execute a Project Employment & Contracting Agreement; and

WHEREAS, the City hereby determines that the relative benefits of the project outweigh the cost of the tax exemption, for the following reasons:

1. the current real estate taxes assessed on the Property, Block 21508, Lot 2, and therefore, the air rights area generates only \$49,286 revenue, whereas, the Annual Service Charge as estimated, will initially generate approximately \$137,004 to the City;
2. it is expected that the Project will create approximately 117 jobs during construction and 40-120 new permanent full-time jobs;
3. the Project will stabilize and contribute to the economic growth of businesses in the surrounding area;
4. the Project will further the overall redevelopment objectives of the Liberty Harbor Redevelopment Plan Area;
5. the City's impact analysis, on file with the Office of the City Clerk, indicates that the benefits of the Project outweigh the costs to the City; and
6. the City will share 10% percent of the Annual Service Charge the City receives, or \$13,700, with the Jersey City Board of Education.

WHEREAS, the City hereby determines that the tax exemption is important in obtaining development of the project and influencing the locational decisions of probable occupants for the following reasons:

1. the relative stability and predictability of the Annual Service Charges will make the Project more attractive to investors needed to finance the Project;
2. the relative stability and predictability of the Annual Service Charges will allow the owner to stabilize its operating budget, allowing a high level of maintenance to the building over the life of the Project, which will insure the likelihood of the success of the Project; and

WHEREAS, Exeter Thomas McGovern Land Urban Renewal, LLC, has initially complied with Executive Order 2002-005 concerning "Disclosure of Lobbyist Representative Status" by filing an appropriate letter in the Office of the City Clerk.

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that:

A. The application of Exeter Thomas McGovern Land Urban Renewal, LLC, an urban renewal company, formed and qualified to do business under the provisions of the Long Term Tax Exemption Law of 2003, as amended and supplemented, N.J.S.A. 40A:20-1 et seq. a copy of which is on file in the office of the City Clerk, for Block 21508, Lot 2, more commonly known by the street address of 295 Thomas F. McGovern Drive (f/k/a 79 Thomas F. McGovern Drive), and more specifically described by metes and bounds in the application, is hereby approved.

B. The Mayor or Business Administrator is hereby authorized to execute a tax exemption Financial Agreement and a Project Employment and Contracting Agreement. The Financial Agreement shall include at a minimum the following terms and conditions:

1. Term: the earlier of 23 years from the adoption of the within Ordinance or 20 years from the date the project is Substantially Complete.
2. Annual Service Charge: each year the greater of:

ORDINANCE APPROVING A TWENTY (20) YEAR TAX EXEMPTION FOR A COMMERCIAL WAREHOUSE PROJECT TO BE CONSTRUCTED BY EXETER THOMAS MCGOVERN LAND URBAN RENEWAL, LLC, PURSUANT TO THE PROVISIONS OF THE LONG TERM TAX EXEMPTION LAW N.J.S.A. 40A:20-1 ET SEQ FOR THE PROPERTY DESIGNATED AS BLOCK 21508, LOT 2, ON THE CITY'S TAX MAP AND MORE COMMONLY KNOWN BY THE STREET ADDRESS AS 295 THOMAS F. MCGOVERN DRIVE (F/K/A 79 THOMAS F. MCGOVERN DRIVE)

- (a) the Minimum Annual Service Charge; or
 - (b) 13% of the Annual Gross Revenue, which sum is initially estimated to be \$137,004; and which shall be subject to statutory staged increases over the term of the tax exemption.
- 3. Administrative Fee: 2% of the prior year's Annual Service Charge, or \$2,740.
- 4. County Payment: an additional 5% of the Annual Service Charge for remittance by the City to Hudson County, or \$6,850.
- 5. the City will share 10% percent of the Annual Service Charge the City receives, or \$13,700.
- 6. Affordable Housing Trust Fund: \$44,525 or \$0.10 x 95,808 square feet of industrial space and \$1.50 x 23,296 square feet of parking space. Such funds are non-refundable and non-transferrable in the event of a termination or expiration of the Financial Agreement.
- 7. Staged Adjustments:
 - (a) Stage One: years 1-6;
 - (b) Stage Two: years 7-9;
 - (c) Stage Three: years 10-11;
 - (d) Stage Four: years 12-13;
 - (e) Final Stage: Beginning on the 1st day of the 14th year through the date the tax exemption expires, an amount equal to the greater of the Annual Service Charge or 80% of the amount of the taxes otherwise due.
- 8. Project Employment & Contracting Agreement: an obligation to execute a Project Employment and Contracting Agreement to insure employment and other economic benefits to City residents and businesses.
- 9. The initial installment of the Affordable Housing Trust Fund contribution payment shall be due on execution of the Financial Agreement, but in no event later than 90 days of the adoption of the ordinance. Interest shall accrue on such payments as of the 91st day at the same rate as the City charges for unpaid real estate taxes.
- 10. The actual date of execution of the tax exemption agreement shall not affect, alter or amend the Entity's obligation to make payments according to the intervals set forth in Section 304-28 of the Municipal Code and the tax exemption agreement. Should the Entity fail to make timely payments, interest shall begin to accrue at the rate set forth in the financial agreement.
- 11. The Financial Agreement shall be executed by the Entity no later than 90 days following adoption of the within Ordinance. Failure to comply shall result in a repeal of the herein Ordinance and the tax exemption will be voided unless otherwise extended by the City.
- 12. The Ordinance will be rescinded if the closing of the sale of the property and transfer of title from the seller to the Entity does not take place within ninety (90) days of the date of adoption of the herein Ordinance, unless otherwise extended by the City.
- 13. This Ordinance will sunset and the Tax Exemption will terminate unless construction of the Project is: 1) commenced within two (2) years; 2) Substantially Complete within five (5) years of the adoption of the within Ordinance.

ORDINANCE APPROVING A TWENTY (20) YEAR TAX EXEMPTION FOR A COMMERCIAL WAREHOUSE PROJECT TO BE CONSTRUCTED BY EXETER THOMAS MCGOVERN LAND URBAN RENEWAL, LLC, PURSUANT TO THE PROVISIONS OF THE LONG TERM TAX EXEMPTION LAW N.J.S.A. 40A:20-1 ET SEQ FOR THE PROPERTY DESIGNATED AS BLOCK 21508, LOT 2, ON THE CITY'S TAX MAP AND MORE COMMONLY KNOWN BY THE STREET ADDRESS AS 295 THOMAS F. MCGOVERN DRIVE (F/K/A 79 THOMAS F. MCGOVERN DRIVE)

C. The City Clerk shall deliver a certified copy of the Ordinance and Financial Agreement to the Chief Financial Officer of the county and to the County Counsel, for information purposes, within ten (10) calendar days following the later of the effective date of an ordinance following its final adoption by the governing body approving the tax exemption or the execution of the financial agreement by the urban renewal entity.

D. The application is on file with the office of the City Clerk. The Financial Agreement and Project Employment and Contracting Agreement shall be in substantially the form on file in the Office of the City Clerk, subject to such modification as the Business Administrator or Corporation Counsel deems appropriate or necessary.

E. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.

F. This ordinance shall be part of the Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.

G. This ordinance shall take effect at the time and in the manner provided by law.

H. The City Clerk and Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

NOTE: All material is new; therefore underlining has been omitted. For purposes of advertising only, new matter is indicated by **bold face** and repealed matter by *italic*.

JJH/he
7/26/17

APPROVED AS TO LEGAL FORM

Joanne Morahan
Corporation Counsel

APPROVED: _____

APPROVED: _____

[Signature]
Business Administrator

Certification Required ☐

Not Required ☒

ORDINANCE FACT SHEET

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance

ORDINANCE APPROVING A TWENTY (20) YEAR TAX EXEMPTION FOR A COMMERCIAL WAREHOUSE PROJECT TO BE CONSTRUCTED BY EXETER THOMAS MCGOVERN LAND URBAN RENEWAL, LLC, PURSUANT TO THE PROVISIONS OF THE LONG TERM TAX EXEMPTION LAW N.J.S.A. 40A:20-1 ET SEQ FOR THE PROPERTY DESIGNATED AS BLOCK 21508, LOT 2, ON THE CITY'S TAX MAP AND MORE COMMONLY KNOWN BY THE STREET ADDRESS AS 295 THOMAS F. MCGOVERN DRIVE (F/K/A 79 THOMAS F. MCGOVERN DRIVE)

Initiator

Department/Division	Mayor's Office	Mayor's Office
Name/Title	Marcos Vigil	Deputy Mayor
Phone/email	(201) 547-6542	vigilm@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Ordinance Purpose

This Ordinance will approve a twenty-year tax abatement for a single-story industrial building consisting of 95,808 square feet. The proposed Annual Service Charge (ASC) will be thirteen percent (13%) of Annual Gross Revenue.

In addition to the building itself, the project will feature eighty-seven parking spaces (87) and fifteen (15) loading docks. The applicant expects to begin construction in September and the project is expected to be completed within eleven (11) months. The applicant estimates that this project will create one hundred seventeen (117) jobs during construction and approximately forty to as many as one hundred twenty (40-120) permanent positions after construction.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

DATE: July 24, 2017

TO: John Halanan (For distribution to City Council and City Clerk)

FROM: Al Cameron, Fiscal Analyst - Tax Collector's Office

**TWENTY YEAR TAX ABATEMENT: MARKET RATE RENTAL PROJECT
(COMMERCIAL) – Exeter Thomas McGovern Urban Renewal, LLC –
Block 21508 Lot 2**

**CC: A. Doyle, E. Toloza, M. Vigil, R. Kakoleski, R. Lavarro, P. Leandre, K. Kane,
R. Field, E. Borja**

INTRODUCTION:

The applicant, – Exeter Thomas McGovern Urban Renewal, LLC, is applying for a Twenty (20) year tax abatement pursuant to N.J.S.A. 40 A: 20-1 et seq. It will be a market rate single story industrial rental building within the Liberty Harbor Redevelopment Plan area. The application fee of \$9,500 was paid.

LOCATION OF THE PROPERTY:

The property, now vacant, at 295 Thomas McGovern Drive is Block 21508 Lot 2. It is between Edward J. Hart Road and Burma Road.

PROPERTY TO BE CONSTRUCTED:

The proposed project will be single story industrial building forty-four (44) feet high of approximately 95,808 square feet. Eighty-seven parking spaces (87) and fifteen (15) loading dock spaces will be provided.

ESTIMATED TOTAL CONSTRUCTION COST:

The cost of construction estimated at \$8,714,695 is certified by Edward M. Mayer II, the applicant's architect. Estimated labor is forty percent (40%) of construction cost and materials is estimated at sixty percent (60%).

CONSTRUCTION SCHEDULE:

The applicant expects to begin construction in September 2017. Completion is expected within eleven (11) months of commencement. After the building is complete a tenant build-out will commence.

ESTIMATED JOBS CREATED:

The applicant estimates creation of one hundred seventeen (117) jobs during Construction and approximately forty to one hundred twenty (40-120) permanent positions after construction. Post construction jobs are based upon a minimum of one (1) to a maximum of three (3) shifts. The applicant will execute a Project Employment and Contracting Agreement. However, based upon the estimated construction cost, a Project Labor Agreement is not required.

AFFORDABLE HOUSING TRUST FUND CONTRIBUTION:

295 Thomas McGovern Drive
Block 21508 Lot 2

	Sq. Ft.	Rate	Amount
Industrial Sq. Ft.	95,808	\$0.10	9,581
Parking Sq. Ft.	23,296	\$1.50	34,944
Total AHTF Payment			<u>44,525</u>

CURRENT REAL ESTATE TAX:

The existing assessment for the land is \$640,000. At the current tax rate of \$7.701 per \$1,000 of assessed valuation, the estimated annual tax for the land is \$49,286.

The new land assessment is \$1,161,600. The new assessment for the proposed improvements is \$1,590,300. All taxes are paid through the second quarter 2016.

PROPOSED ABATEMENT:

The applicant has requested a term of the lesser of twenty-five (25) years from the date of approval of an ordinance approving the abatement or twenty (20) years from substantial completion of the project.

The proposed Annual Service Charge (ASC) is thirteen percent (13%) of Annual Gross Revenue (AGR). An additional two percent (2%) City administrative fee and a five percent (5%) service charge to Hudson County will be charged annually.

The City will share ten percent (10%) of the ASC with the Board of Education. The effect will be to reduce the City's Revenue by ten percent annually.

STAGED ADJUSTMENTS:

Beginning the first day of year seven (7) through the end of year nine (9) the ASC would be the greater of thirteen percent (13%) AGR or twenty percent

(20%) of conventional taxes otherwise due.

Beginning the first day of year ten (10) through the end of year eleven (11) the ASC would be the greater of greater of thirteen percent (13%) AGR or forty percent (40%) of conventional taxes otherwise due.

Beginning the first day of year twelve (12) through the end of year thirteen (13) the ASC would be the greater of thirteen percent (13%) AGR or sixty percent (60%) of conventional taxes otherwise due.

Beginning in year fourteen (14) through the end of year twenty (20) the ASC would be the greater of ten percent (13%) AGR or eighty percent (80%) of conventional taxes otherwise due.

Beginning in year sixteen (16) the project would pay full conventional taxes.

PROPOSED REVENUE TO THE CITY:

The gross revenue in year one estimated by the applicant is \$1,053,880.

The Annual Service Charge at the rate of thirteen percent (13%) is \$137,004. The City Administrative fee at two percent (2%) is \$ 2,740 the Hudson County fee of five percent (5%) is 6,850.

The City will share ten percent (10%) of the annual Service Charge with the Board of Education. The estimated payment will be \$13,700 from the ASC of \$137,004 in year one.

EXETER THOMAS MCGOVERN LAND URBAN RENEWAL, LLC
BLOCK 21508 Lot 2
295 McGovern Drive

21508-2

Block	Lot		Existing Assessments	New Assessments	Good Faith GPI	Assessment Bldg. Phased-In
21508	2	Land	640,000	1,161,600		
		Bldg	-	1,590,300	1,053,880	1,590,300
		Total	640,000	2,751,900	1,053,880	1,590,300

**In-Lieu of Full Property Tax Payments An Amount Equal To A
A Percentage Of Taxes Otherwise Due On The Land and
New Improvement According To The Following Stages:**

Stages		ASC	Annual Taxes* (Phase-In)
1	From the 1st day of the month following substantial completion until the last day of the 6th year, the ASC shall be at 13% of Annual Revenue	\$ 137,004	0
2	Beginning on the 1st day of the 7th year and the last day of the 9th year of substantial completion, an amount equal to the greater of the ASC at 13% or 20% of the amount of taxes otherwise due on the value of the land and improvements;	\$ 137,004	\$ 24,494
3	Beginning on the 1st day of the 10th year and the last day of the 11th year of substantial completion, an amount equal to the greater of the ASC at 13% or 40% of the amount of taxes otherwise due on the value of the land and improvements;	\$ 137,004	\$ 48,988
4	Beginning on the 1st day of the 12th year and the last day of the 13th year of substantial completion, an amount equal to the greater of the ASC at 13% or 60% of the amount of taxes otherwise due on the value of the land and improvements;	\$ 137,004	\$ 73,481
5	Beginning on the 1st day of the 14th year and the last day of the 20th year of substantial completion, an amount equal to the greater of the ASC at 13% or 80% of the amount of taxes otherwise due on the value of the land and improvements.	\$ 137,004	\$ 97,975
	Yearly Improvement Tax		\$ 122,469
	Yearly Land Tax		89,455
	7/24/2017		\$ 211,924

* Based on \$7.701 Tax Rate

FISCAL IMPACT ANALYSIS - COMMERCIAL

Total Municipal Budget: 570,918,095		Total Real Property Value: 6,093,045,337		Non-Residential Property Values: 2,794,213,644		Incoming Facility Non Residential Value: 2,751,900	
		Non-Residential Value		<u>2,794,213,644</u>			
		Net Valuation Taxable		6,093,045,337			
Total Local Municipal Expenditures For Non-Residential		Proportion of Non-Residential Value to Total Net Valuation Taxable		Total Municipal Expenditures Attributable to Non-Residential Use			
193,615,935		0.46		89,063,330			
		X		=			
		Incoming Facility Non Residential Value		<u>2,751,900</u>			
		Net Valuation Taxable		6,093,045,337			
Total Municipal Expenditures Attributable to Non-Residential Use		Proportion of Facility to Total Local Non-Residential Net Valuation Taxable		Municipal Cost Allocated To Non Residential Facility			
89,063,330		0.000451646		40,225			
		X		=			

Facilities Assessment	Tax Rate (2016)	Annual Tax*	Municipal Portion (51%)
2,751,900	77.01	211,923.82	108,081

Non-Residential Municipal Expenditure Breakdown:

Public Safety:	180,894,133
DPW (Bldg, Streets, Parks):	12,721,802
Total:	193,615,935

Service Charge Amount (First Year) :	137,004
Admin (2%):	2,740
Less School Portion (10%):	13,700.40
Less Land Tax:	89,455
First Year Implied Surplus (Cost):	(3,636)

Net Valuation Taxable Source: 2016 Table of Aggregates

Municipal Portion Source: 2016 Tax Rate

* this figure assumes that any project, and one with the quality of finishes proposed, would be built without a tax abatement

SERVICE CHARGE VS CONVENTIONAL

*ASSUMING 77.01 TAX RATE WITH 2% ANNUAL INCREASE

EXETER THOMAS MCGOVERN LAND URBAN RENEWAL, LLC

BLOCK 21508

LOT 2

NEW ASSESSMENTS BASED ON TAX ASSESSOR ANALYSIS

LAND	1,161,600	COUNTY	5%
BLDG	1,590,300	ADMIN	2%
TOTAL	2,751,900	SCHOOL	10%

EXISTING ASSESSMENT	640,000
PROJECTED REVENUE (1ST YEAR)	1,053,880
PROJECTED SERVICE CHARGE (1ST YEAR)	137,004

YEAR	ASC w/ Phase-In Less Land Tax Credit & School Portion	ASC	ASC w/ Phase-In	County	Admin	School	Estimated Conventional Taxes On NEW Assessment	Staged Adj Rate	Conventional Taxes at 51% (Estimated)	Current Taxes On EXISTING Assessment	Land Tax
1	33,849	137,004	137,004	6,850	2,740	13,700	211,924		108,081	49,286	89,455
2	32,060	137,004	137,004	6,850	2,740	13,700	216,162		110,243	50,272	91,244
3	30,235	137,004	137,004	6,850	2,740	13,700	220,486		112,448	51,278	93,069
4	28,374	137,004	137,004	6,850	2,740	13,700	224,895		114,697	52,303	94,930
5	26,475	137,004	137,004	6,850	2,740	13,700	229,393		116,991	53,349	96,829
6	24,539	137,004	137,004	6,850	2,740	13,700	233,981		119,330	54,416	98,765
7	22,563	137,004	137,004	6,850	2,740	13,700	238,661	20%	121,717	55,504	100,741
8	20,548	137,004	137,004	6,850	2,740	13,700	243,434	20%	124,151	56,615	102,755
9	18,493	137,004	137,004	6,850	2,740	13,700	248,303	20%	126,634	57,747	104,811
10	16,397	137,004	137,004	6,850	2,740	13,700	253,269	40%	129,167	58,902	106,907
11	14,259	137,004	137,004	6,850	2,740	13,700	258,334	40%	131,750	60,080	109,045
12	31,065	137,004	158,100	7,905	3,162	15,810	263,501	60%	134,385	61,281	111,226
13	31,686	137,004	161,262	8,063	3,225	16,126	268,771	60%	137,073	62,507	113,450
14	81,666	137,004	219,317	10,966	4,386	21,932	274,146	80%	139,814	63,757	115,719
15	83,299	137,004	223,703	11,185	4,474	22,370	279,629	80%	142,611	65,032	118,034
16	84,965	137,004	228,177	11,409	4,564	22,818	285,222	80%	145,463	66,333	120,394
17	86,664	137,004	232,741	11,637	4,655	23,274	290,926	80%	148,372	67,660	122,802
18	88,398	137,004	237,396	11,870	4,748	23,740	296,745	80%	151,340	69,013	125,258
19	90,166	137,004	242,144	12,107	4,843	24,214	302,679	80%	154,366	70,393	127,764
20	91,969	137,004	246,986	12,349	4,940	24,699	308,733	80%	157,454	71,801	130,319
TOTAL	937,671	2,740,088	3,456,875	172,844	69,137	345,687	5,149,191		2,626,088	1,197,530	2,173,517

ASC phase-in reflects annual 2% increase in conventional taxes only

Projected figures subject to rounding discrepancies

DATE: July 24, 2017

TO: John Halanan (For distribution to City Council and City Clerk)

FROM: Al Cameron, Fiscal Analyst - Tax Collector's Office

**TWENTY YEAR TAX ABATEMENT: MARKET RATE RENTAL PROJECT
(COMMERCIAL) – Exeter Thomas McGovern Urban Renewal, LLC –
Block 21508 Lot 2**

**CC: A. Doyle, E. Toloza, M. Vigil, R. Kakoleski, R. Lavarro, P. Leandre, K. Kane,
R. Field, E. Borja**

INTRODUCTION:

The applicant, – Exeter Thomas McGovern Urban Renewal, LLC, is applying for a Twenty (20) year tax abatement pursuant to N.J.S.A. 40 A: 20-1 et seq. It will be a market rate single story industrial rental building within the Liberty Harbor Redevelopment Plan area. The application fee of \$9,500 was paid.

LOCATION OF THE PROPERTY:

The property, now vacant, at 295 Thomas McGovern Drive is Block 21508 Lot 2. It is between Edward J. Hart Road and Burma Road.

PROPERTY TO BE CONSTRUCTED:

The proposed project will be single story industrial building forty-four (44) feet high of approximately 95,808 square feet. Eighty-seven parking spaces (87) and fifteen (15) loading dock spaces will be provided.

ESTIMATED TOTAL CONSTRUCTION COST:

The cost of construction estimated at \$8,714,695 is certified by Edward M. Mayer II, the applicant's architect. Estimated labor is forty percent (40%) of construction cost and materials is estimated at sixty percent (60%).

CONSTRUCTION SCHEDULE:

The applicant expects to begin construction in September 2017. Completion is expected within eleven (11) months of commencement. After the building is complete a tenant build-out will commence.

ESTIMATED JOBS CREATED:

The applicant estimates creation of one hundred seventeen (117) jobs during Construction and approximately forty to one hundred twenty (40-120) permanent positions after construction. Post construction jobs are based upon a minimum of one (1) to a maximum of three (3) shifts. The applicant will execute a Project Employment and Contracting Agreement. However, based upon the estimated construction cost, a Project Labor Agreement is not required.

AFFORDABLE HOUSING TRUST FUND CONTRIBUTION:

295 Thomas McGovern Drive
Block 21508 Lot 2

	Sq. Ft.	Rate	Amount
Industrial Sq. Ft.	95,808	\$0.10	9,581
Parking Sq. Ft.	23,296	\$1.50	34,944
Total AHTF Payment			<u>44,525</u>

CURRENT REAL ESTATE TAX:

The existing assessment for the land is \$640,000. At the current tax rate of \$7.701 per \$1,000 of assessed valuation, the estimated annual tax for the land is \$49,286.

The new land assessment is \$1,161,600. The new assessment for the proposed improvements is \$1,590,300. All taxes are paid through the second quarter 2016.

PROPOSED ABATEMENT:

The applicant has requested a term of the lesser of twenty-five (25) years from the date of approval of an ordinance approving the abatement or twenty (20) years from substantial completion of the project.

The proposed Annual Service Charge (ASC) is thirteen percent (13%) of Annual Gross Revenue (AGR). An additional two percent (2%) City administrative fee and a five percent (5%) service charge to Hudson County will be charged annually.

The City will share ten percent (10%) of the ASC with the Board of Education. The effect will be to reduce the City's Revenue by ten percent annually.

STAGED ADJUSTMENTS:

Beginning the first day of year seven (7) through the end of year nine (9) the ASC would be the greater of greater of thirteen percent (13%) AGR or twenty percent

(20%) of conventional taxes otherwise due.

Beginning the first day of year ten (10) through the end of year eleven (11) the ASC would be the greater of thirteen percent (13%) AGR or forty percent (40%) of conventional taxes otherwise due.

Beginning the first day of year twelve (12) through the end of year thirteen (13) the ASC would be the greater of thirteen percent (13%) AGR or sixty percent (60%) of conventional taxes otherwise due.

Beginning in year fourteen (14) through the end of year twenty (20) the ASC would be the greater of ten percent (13%) AGR or eighty percent (80%) of conventional taxes otherwise due.

Beginning in year sixteen (16) the project would pay full conventional taxes.

PROPOSED REVENUE TO THE CITY:

The gross revenue in year one estimated by the applicant is \$1,053,880.

The Annual Service Charge at the rate of thirteen percent (13%) is \$137,004. The City Administrative fee at two percent (2%) is \$ 2,740 the Hudson County fee of five percent (5%) is 6,850.

The City will share ten percent (10%) of the annual Service Charge with the Board of Education. The estimated payment will be \$13,700 from the ASC of \$137,004 in year one.

EXETER THOMAS MCGOVERN LAND URBAN RENEWAL, LLC
BLOCK 21508 Lot 2
295 McGovern Drive

21508-2

Block	Lot		Existing Assessments	New Assessments	Good Faith GPI	Assessment Bldg. Phased-In
21508	2	Land	640,000	1,161,600		
		Bldg	-	1,590,300	1,053,880	1,590,300
		Total	640,000	2,751,900	1,053,880	1,590,300

**In-Lieu of Full Property Tax Payments An Amount Equal To A
A Percentage Of Taxes Otherwise Due On The Land and
New Improvement According To The Following Stages:**

Stages		ASC	Annual Taxes* (Phase-In)
1	From the 1st day of the month following substantial completion until the last day of the 6th year, the ASC shall be at 13% of Annual Revenue	\$ 137,004	0
2	Beginning on the 1st day of the 7th year and the last day of the 9th year of substantial completion, an amount equal to the greater of the ASC at 13% or 20% of the amount of taxes otherwise due on the value of the land and improvements;	\$ 137,004	\$ 24,494
3	Beginning on the 1st day of the 10th year and the last day of the 11th year of substantial completion, an amount equal to the greater of the ASC at 13% or 40% of the amount of taxes otherwise due on the value of the land and improvements;	\$ 137,004	\$ 48,988
4	Beginning on the 1st day of the 12th year and the last day of the 13th year of substantial completion, an amount equal to the greater of the ASC at 13% or 60% of the amount of taxes otherwise due on the value of the land and improvements;	\$ 137,004	\$ 73,481
5	Beginning on the 1st day of the 14th year and the last day of the 20th year of substantial completion, an amount equal to the greater of the ASC at 13% or 80% of the amount of taxes otherwise due on the value of the land and improvements.	\$ 137,004	\$ 97,975
	Yearly Improvement Tax		\$ 122,469
	Yearly Land Tax		89,455
	7/24/2017		\$ 211,924

* Based on \$7.701 Tax Rate

FISCAL IMPACT ANALYSIS - COMMERCIAL

Total Municipal Budget: 570,918,095		Total Real Property Value: 6,093,045,337		Non-Residential Property Values: 2,794,213,644		Incoming Facility Non Residential Value: 2,751,900	
		Non-Residential Value		2,794,213,644			
		Net Valuation Taxable		6,093,045,337			
Total Local Municipal Expenditures For Non-Residential		Proportion of Non-Residential Value to Total Net Valuation Taxable		Total Municipal Expenditures Attributable to Non-Residential Use			
193,615,935		X		0.46		=	

SERVICE CHARGE VS CONVENTIONAL

EXETER THOMAS MCGOVERN LAND URBAN RENEWAL, LLC

*ASSUMING 77.01 TAX RATE WITH 2% ANNUAL INCREASE

BLOCK 21508
LOT 2

NEW ASSESSMENTS BASED ON TAX ASSESSOR ANALYSIS

LAND	1,161,600	COUNTY	5%
BLDG	1,590,300	ADMIN	2%
TOTAL	2,751,900	SCHOOL	10%

EXISTING ASSESSMENT	640,000
PROJECTED REVENUE (1ST YEAR)	1,053,880
PROJECTED SERVICE CHARGE (1ST YEAR)	137,004

YEAR	ASC w/ Phase-In Less Land Tax Credit & School Portion	ASC	ASC w/ Phase-In	County	Admin	School	Estimated Conventional Taxes On NEW Assessment	Staged Adj Rate	Conventional Taxes at 51% (Estimated)	Current Taxes On EXISTING Assessment	Land Tax
1	33,849	137,004	137,004	6,850	2,740	13,700	211,924		108,081	49,286	89,455
2	32,060	137,004	137,004	6,850	2,740	13,700	216,162		110,243	50,272	91,244
3	30,235	137,004	137,004	6,850	2,740	13,700	220,486		112,448	51,278	93,069
4	28,374	137,004	137,004	6,850	2,740	13,700	224,895		114,697	52,303	94,930
5	26,475	137,004	137,004	6,850	2,740	13,700	229,393		116,991	53,349	96,829
6	24,539	137,004	137,004	6,850	2,740	13,700	233,981		119,330	54,416	98,765
7	22,563	137,004	137,004	6,850	2,740	13,700	238,661	20%	121,717	55,504	100,741
8	20,548	137,004	137,004	6,850	2,740	13,700	243,434	20%	124,151	56,615	102,755
9	18,493	137,004	137,004	6,850	2,740	13,700	248,303	20%	126,634	57,747	104,811
10	16,397	137,004	137,004	6,850	2,740	13,700	253,269	40%	129,167	58,902	106,907
11	14,259	137,004	137,004	6,850	2,740	13,700	258,334	40%	131,750	60,080	109,045
12	31,065	137,004	158,100	7,905	3,162	15,810	263,501	60%	134,385	61,281	111,226
13	31,686	137,004	161,262	8,063	3,225	16,126	268,771	60%	137,073	62,507	113,450
14	81,666	137,004	219,317	10,966	4,386	21,932	274,146	80%	139,814	63,757	115,719
15	83,299	137,004	223,703	11,185	4,474	22,370	279,629	80%	142,611	65,032	118,034
16	84,965	137,004	228,177	11,409	4,564	22,818	285,222	80%	145,463	66,333	120,394
17	86,664	137,004	232,741	11,637	4,655	23,274	290,926	80%	148,372	67,660	122,802
18	88,398	137,004	237,396	11,870	4,748	23,740	296,745	80%	151,340	69,013	125,258
19	90,166	137,004	242,144	12,107	4,843	24,214	302,679	80%	154,366	70,393	127,764
20	91,969	137,004	246,986	12,349	4,940	24,699	308,733	80%	157,454	71,801	130,319
TOTAL	937,671	2,740,088	3,456,875	172,844	69,137	345,687	5,149,191		2,626,088	1,197,530	2,173,517

ASC phase-in reflects annual 2% increase in conventional taxes only
Projected figures subject to rounding discrepancies

TIER 6 - FINANCIAL AGREEMENT (UP TO 30 YEAR)

Rev. 7/26/17

Long Term Tax Exemption

N.J.S.A. 40A:20-1, et seq.

(Commercial or Industrial)

Re: 295 Thomas F. McGovern Drive
(f/k/a 79 Thomas F. McGovern Drive)
Approximately 4.74 Acres
Block 21508, Lot 2

PREAMBLE

THIS FINANCIAL AGREEMENT, [Agreement] is made the _____ day of __, 2017, by and between **EXETER THOMAS MCGOVERN LAND URBAN RENEWAL, LLC**, an urban renewal entity formed and qualified to do business under the provisions of the Long Term Tax Exemption Law of 1992, as amended and supplemented, N.J.S.A. 40A:20-1 et seq., having its principal office at 101 West Elm Street, Suite 600, Conshohocken, PA 19428 [Entity], and the **CITY OF JERSEY CITY**, a Municipal Corporation of the State of New Jersey, having its principal office at 280 Grove Street, Jersey City, New Jersey 07302 [City].

RECITALS

WITNESSETH:

WHEREAS, the Entity is the Owner pursuant to a Deed dated September 16, 2016, of certain property designated as Block 21508, Lot 2, more commonly known by the street address of 295 Thomas F. McGovern Drive (f/k/a 79 Thomas F. McGovern Drive), Jersey City, and more particularly described by the metes and bounds description set forth as Exhibit 1 to this Agreement; and

WHEREAS, this property is an industrial project and is thus eligible for tax exemption pursuant to N.J.S.A. 40A:20-4 and N.J.S.A. 40A:12A-5(g), although it is within the Liberty Harbor Redevelopment Plan Area; and

WHEREAS, the Entity plans to construct a single story building with approximately 95,808 square feet of industrial space, eighty-seven (87) parking spaces and fifteen (15) loading docks [Project]; and

WHEREAS, the Project received Final Major Site Plan approval from the Planning Board on May 24, 2016; and

WHEREAS, the Project received Amended Preliminary and Final Major Site Plan Approval with Deviation from the Planning Board on June 27, 2017; and

WHEREAS, on May 30, 2017, the Entity filed an Application with the City for a long term tax exemption for the Project; and

WHEREAS, on July 20, 2017, the Entity filed an Amended Application with the City for a long term tax exemption for the Project; and

WHEREAS, by the adoption of Ordinance 17-_____ on _____, 2017, the Municipal Council approved a long term tax exemption for the Project and authorized the execution of a Financial Agreement; and

WHEREAS, the City made the following findings:

A. Relative Benefits of the Project when compared to the costs:

1. the current real estate tax generates revenue of only \$49,286, whereas, the Annual Service charge as estimated, will generate revenue to the City of approximately \$137,004;
2. as required by Ordinance 13-088, the Entity shall pay the City the sum of \$14,842 on or before the effective date of the Ordinance approving the Financial Agreement, and will pay the balance of \$29,683 as an affordable housing contribution as required by the ordinance;
3. the City will share 10% percent of the Annual Service Charge the City receives, or \$13,700, with the Jersey City Board of Education;
4. it is expected that the Project will create approximately 117 new construction jobs and approximately 40-120 new permanent full time jobs;
5. the Project should stabilize and contribute to the economic growth of existing local business and to the creation of new businesses, which cater to the new occupants; and

B. Assessment of the Importance of the Tax Exemption in obtaining development of the project and influencing the locational decisions of probable occupants:

1. the relative stability and predictability of the annual service charges will make the Project more attractive to investors and lenders needed to finance the Project; and
2. the relative stability and predictability of the service charges will allow the

owner to stabilize its operating budget, allowing a high level of maintenance to the building over the life of the Project, which will attract occupants to the Project, insure the likelihood of stabilized rents to tenants and the success of the Project; and

3. have a positive impact on the surrounding area.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, it is mutually covenanted and agreed as follows:

ARTICLE I - GENERAL PROVISIONS

Section 1.1 Governing Law

This Agreement shall be governed by the provisions of the Long Term Tax Exemption Law, as amended and supplemented, N.J.S.A. 40A:20-1 et seq., Executive Order of the Mayor, 2015-007, Disclosure of Lobbyist Status, Ordinance 02-075, and Ordinance 17-_____, which authorized the execution of this Agreement. It being expressly understood and agreed that the City expressly relies upon the facts, data, and representations contained in the Application, attached hereto as Exhibit 3, in granting this tax exemption.

Section 1.2 General Definitions

Unless specifically provided otherwise or the context otherwise requires, when used in this Agreement, the following terms shall have the following meanings:

- i. Allowable Net Profit- The amount arrived at by applying, on a non-accrual basis, the Allowable Profit Rate to Total Project Cost pursuant to N.J.S.A. 40A:20-3(c).
- ii. Allowable Profit Rate - The greater of 12% or the percentage per annum arrived at by adding 1.25% to the annual interest percentage rate payable on the Entity's initial permanent mortgage financing. If the initial permanent mortgage is insured or guaranteed by a governmental agency, the mortgage insurance premium or similar charge, if payable on a per annum basis, shall be considered as interest for this purpose. If there is no permanent mortgage financing, or if the financing is internal or undertaken by a related party, the Allowable Profit Rate shall be the greater of 12% or the percentage per annum arrived at by adding 1.25% per annum to the interest rate per annum which the municipality determines to be the prevailing rate on mortgage financing on comparable improvements in Hudson County. The provisions of N.J.S.A. 40A:20-3(b) are incorporated herein by reference.

iii. Annual Gross Revenue Any and all revenue derived from or generated by the Project of whatever kind or amount, whether received as rent from any tenants or income or fees from third parties, including but not limited to fees or income paid or received for parking, or as user fees or for any other services. No deductions will be allowed for operating or maintenance costs, including, but not limited to gas, electric, water and sewer, other utilities, garbage removal and insurance charges, whether paid for by the landlord, tenant or a third party.

iv. Annual Service Charge - The amount the Entity has agreed to pay the City each year for municipal services supplied to the Project, which sum is in lieu of any taxes on the Improvements, pursuant to N.J.S.A. 40A:20-12. It shall include an annual payment for all annual excess profit.

v. Auditor's Report - A complete annual financial statement outlining the financial status of the Project, which shall also include a certification of Total Project Cost and clear computation of the annual non-accrued Net Profit and annual Excess Profit due to the City, if any. The contents of the Auditor's Report shall have been prepared in conformity with generally accepted accounting principles and shall contain at a minimum the following: a balance sheet, a statement of income, a statement of retained earnings or changes in stockholders' equity, a statement of cash flows, descriptions of accounting policies, notes to financial statements and appropriate schedules and explanatory material results of operations, cash flows and any other items required by Law. The Auditor's Report shall be certified as to its conformance with such principles by a certified public accountant who is licensed to practice that profession in the State of New Jersey.

vi. Certificate of Occupancy - A document, whether temporary or permanent, issued by the City authorizing occupancy of a building, in whole or in part, pursuant to N.J.S.A. 52:27D-133.

vii. Debt Service - The amount required to make annual payments of principal and interest or the equivalent thereof on any construction mortgage, permanent mortgage or other financing including returns on institutional equity financing and affordable related party debt for the Project for a period equal to the term of this Agreement.

viii. Default - Shall be a breach of or the failure of the Entity to perform any obligation imposed upon the Entity by the terms of this Agreement, or under the Law, beyond any

applicable grace or cure periods.

ix. Entity - The term Entity within this Agreement shall mean Exeter Thomas McGovern Land Urban Renewal, LLC, which Entity is formed and qualified pursuant to N.J.S.A. 40A:20-5. It shall also include any subsequent purchasers or successors in interest of the Project, provided they are formed and operate under the Law.

x. Improvements or Project - Any building, structure or fixture permanently affixed to the land and to be constructed and tax exempted under this Agreement.

xi. In Rem Tax Foreclosure or Tax Foreclosure - A summary proceeding by which the City may enforce a lien for taxes due and owing by tax sale, under N.J.S.A. 54:5-1 to 54:5-129 et seq.

xii. Land Taxes - If applicable, the amount of taxes assessed on the value of land, on which the project is located and taxes on any pre-existing improvements. If Land Taxes are not exempt; however, Land Taxes are applied as a credit against the Annual Service Charge.

xiii. Land Tax Payments - Payments made on the quarterly due dates, including approved grace periods if any, for Land Taxes as determined by the Tax Assessor and the Tax Collector.

xiv. Law - Law shall refer to the Long Term Tax Exemption Law, as amended and supplemented, N.J.S.A. 40A:20-1, et seq.; Executive Order of the Mayor 2015-007, relating to long term tax exemption, as it may be supplemented; Ordinance 02-075 requiring Disclosure of Lobbyist Status, Executive Order of the Mayor 2017-007 mandating that ten percent (10%) of the Annual Service Charge be paid to the School Board and Ordinance 17-_____, which authorized the execution of this Agreement and all other relevant Federal, State or City statutes, ordinances, resolutions, rules and regulations.

xv. Minimum Annual Service Charge - The Minimum Annual Service Charge shall be (a) until Substantial Completion the amount of the total taxes levied against all real property in the area covered by the Project in the last full tax year in which the area was subject to taxation, which amount the parties agree is \$49,286; and (b) upon Substantial Completion, the sum of \$137,004 per year, which sum is equal to the estimated Annual Service Charge.

Following Substantial Completion, the Minimum Annual Service Charge set forth in subsection (b) shall be paid in each year in which the Annual Service Charge, calculated

pursuant to N.J.S.A. 40A:20-12 or this Agreement, would be less than the Minimum Annual Service Charge.

xvi. Net Profit - The Annual Gross Revenues of the Entity less all annual operating and non-operating expenses of the Entity, all determined in accordance with generally accepted accounting principles, but:

(1) there shall be included in expenses: (a) all Annual Service charges paid pursuant to N.J.S.A. 40A:20-12; (b) all annual payments to the City of excess profits pursuant to N.J.S.A. 40A:20-15 or N.J.S.A. 40A:20-16; (c) an annual amount sufficient to amortize (utilizing the straight line method-equal annual amounts) the Total Project Cost and all capital costs determined in accordance with generally accepted accounting principles, of any other entity whose revenue is included in the computation of excess profits over the term of this agreement; (d) all reasonable annual operating expenses of the Entity and any other entity whose revenue is included in the computation of excess profits including the cost of all management fees, brokerage commissions, insurance premiums, all taxes or service charges paid, legal, accounting, or other professional service fees, utilities, building maintenance costs, building and office supplies and payments into repair or maintenance reserve accounts; (e) all payments of rent including but not limited to ground rent by the Entity; (f) all debt service; and

(2) there shall not be included in expenses either depreciation or obsolescence, interest on debt, except interest which is part of debt service, income taxes or salaries, bonuses or other compensation paid, directly or indirectly to directors, officers and stockholders of the entity, or officers, partners or other persons holding a proprietary ownership interest in the entity.

xvii. Pronouns - He or it shall mean the masculine, feminine or neuter gender, the singular, as well as the plural, as context requires.

xviii. Substantial Completion - The determination by the City that the Project, in whole or in part, is ready for the use intended, which ordinarily shall mean the first date on which the Project receives, or is eligible to receive, any Certificate of Occupancy whether temporary or permanent for any portion of the Project.

xix. Termination - Any act or omission which by operation of the terms of this Financial Agreement shall cause the Entity to relinquish its tax exemption.

xx. Total Project Cost - The total cost of constructing the Project through the date a

Certificate(s) of Occupancy is issued for the entire Project, which categories of cost are set forth in N.J.S.A. 40A:20-3(h). There shall be included from Total Project Cost the actual costs incurred by the Entity and certified by an independent and qualified architect or engineer, which are associated with site remediation and cleanup of environmentally hazardous materials or contaminants in accordance with State or Federal law and any extraordinary costs incurred including the cost of demolishing structures, relocation or removal of public utilities, cost of relocating displaced residents or buildings and the clearing of title. If the Service Charge is a percentage of Total Project cost, then the Entity agrees that final Total Project Cost shall not be less than its estimated Total Project Cost.

ARTICLE II - APPROVAL

Section 2.1 Approval of Tax Exemption

The City hereby grants its approval for a tax exemption for all the Improvements to be constructed and maintained in accordance with the terms and conditions of this Agreement and the provisions of the Law which Improvements shall be constructed on certain property known on the Official Tax Assessor's Map of the City as: Block 21508, Lot 2, more commonly known by the street address 295 Thomas F. McGovern Drive (f/k/a 79 Thomas F. McGovern Drive), Jersey City, and described by metes and bounds in Exhibit 1 attached hereto.

Section 2.2 Approval of Entity

Approval is granted to the Entity whose Certificate of Formation is attached hereto as Exhibit 4. Entity represents that its Certificate contains all the requisite provisions of the Law; has been reviewed and approved by the Commissioner of the Department of Community Affairs; and has been filed with, as appropriate, the Office of the State Treasurer or Office of the Hudson County Clerk, all in accordance with N.J.S.A. 40A:20-5.

Section 2.3 Improvements to be Constructed

Entity represents that it will construct a one story building with approximately 95,808 square feet of industrial space, 87 parking spaces and 15 loading docks; all of which is specifically described in the Application attached hereto as Exhibit 3.

Section 2.4 Construction Schedule

The Entity agrees to diligently undertake to commence construction and complete the Project in accordance with the Estimated Construction Schedule, attached hereto as Exhibit 5,

and in compliance with any Redevelopment Agreement.

Section 2.5 Ownership, Management and Control

The Entity represents that it is the owner of the property upon which the Project is to be constructed. Upon construction, the Entity represents that the Improvements will be used, managed and controlled for the purposes set forth in this Agreement and any Redevelopment Agreement.

Section 2.6 Financial Plan

The Entity represents that the Improvements shall be financed in accordance with the Financial Plan attached hereto as Exhibit 6. The Plan sets forth a good faith estimate of Total Project Cost, the amortization rate on the Total Project Cost, the source of funds, the interest rates to be paid on construction financing, the source and amount of paid-in capital, and the terms of any mortgage amortization.

Section 2.7 Good Faith Estimate of Initial Rents

The Entity represents that its good faith projections of the initial rents and other revenue to the Project are set forth in Exhibit 7.

ARTICLE III - DURATION OF AGREEMENT

Section 3.1 Term

So long as there is compliance with the Law and this Agreement, it is understood and agreed by the parties hereto that this Agreement shall remain in effect for the earlier of 23 years from the date of the adoption of Ordinance 17-_____ on _____, 2017, which approved the tax exemption or 20 years from the date of Substantial Completion of the Project. The tax exemption shall only be effective during the period of usefulness of the Project and shall continue in force only while the Project is owned by a corporation or association formed and operating under the Law.

ARTICLE IV - ANNUAL SERVICE CHARGE

Section 4.1 Annual Service Charge

In consideration of the tax exemption, the Entity shall make the following annual payments to the City for services provided to the Project:

- i. City Service Charge: an amount equal to the greater of: the Minimum Annual Service Charge or an Annual Service Charge equal to 13% of the Annual Gross Revenue. The

Annual Service Charge shall be billed initially based upon the Entity's estimates of Annual Gross Revenue, attached hereto as Exhibit 6. Thereafter, the Annual Service Charge shall be adjusted in accordance with this Agreement.

ii. County Service Charge: an amount equal to 5% of the Municipal Annual Service Charge shall be paid to the City and remitted by the City to the County, or \$6,850.

iii. Board of Education Payment: the City will share 10% percent of the Annual Service Charge the City receives, or \$13,700.

iv. The Minimum Annual Service Charge pursuant to Section 1.2xv(a) shall be due beginning on the effective date of this Agreement. The Minimum Annual Service Charge pursuant to Section 1.2xv(b) shall be due upon Substantial Completion of the Project. The City Service Charge and the County Annual Service Charge shall be due on the first day of the month following the Substantial Completion of the Project. In the event the Entity fails to timely pay the Minimum Annual Service Charge or the Annual Service Charge, the unpaid amount shall bear the highest rate of interest permitted in the case of unpaid taxes or tax liens on land until paid.

Section 4.2 Staged Adjustments

The Annual Service Charge shall be adjusted, in Stages over the term of the tax exemption in accordance with N.J.S.A. 40A:20-12(b) as follows:

i. Stage One: From the 1st day of the month following Substantial Completion until the last day of the 6th year, the Annual Service Charge shall be 13% of Annual Gross Revenue;

ii. Stage Two: Beginning on the 1st day of the 7th year following Substantial Completion until the last day of the 9th year, an amount equal to the greater of the Annual Service Charge or 20% of the amount of the taxes otherwise due on the assessed value of the land and Improvements;

iii. Stage Three: Beginning on the 1st day of the 10th year following the Substantial Completion until the last day of the 11th year, an amount equal to the greater of the Annual Service Charge or 40% of the amount of the taxes otherwise due on the assessed value of the land and Improvements;

iv. Stage Four: Beginning on the 1st day of the 12th year following Substantial Completion until the last day of the 13th year, an amount equal to the greater of the Annual

Service Charge or 60% of the amount of the taxes otherwise due on the assessed value of the land and Improvements.

v. Final Stage: Beginning on the 1st day of the 14th year following Substantial Completion through the date the tax exemption expires, an amount equal to the greater of the Annual Service Charge or 80% of the amount of the taxes otherwise due on the assessed value of the land and Improvements.

Section 4.3 Land Tax

The Entity is required to pay both the Annual Service Charge and the Land Tax Payments. The Entity is obligated to make timely Land Tax Payments, including any tax on the pre-existing improvements, in order to be entitled to a Land Tax credit against the Annual Service Charge for the subsequent year. The Entity shall be entitled to credit for the amount, without interest, of the Land Tax Payments made in the last four preceding quarterly installments against the Annual Service Charge. In any quarter that the Entity fails to make any Land Tax Payments when due and owing, such delinquency shall render the Entity ineligible for any Land Tax Payment credit against the Annual Service Charge. No credit will be applied against the Annual Service Charge for a partial payment of Land Taxes. In addition, the City shall have, among this remedy and other remedies, the right to proceed against the property pursuant to the In Rem Tax Foreclosure Act, N.J.S.A. 54:5-1, et seq. and/or declare a Default and terminate this Agreement.

Section 4.4 Quarterly Installments / Interest

The Entity expressly agrees that the Annual Service Charge shall be made in quarterly installments on those dates when real estate tax payments are due; subject, nevertheless, to adjustment for over or underpayment within thirty (30) days after the close of each calendar year. In the event that the Entity fails to pay the Annual Service Charge or any other charge due under this agreement, the unpaid amount shall bear the highest rate of interest permitted in the case of unpaid taxes or tax liens on the land until paid in full.

Section 4.5 Administrative Fee

The Entity shall also pay an annual Administrative Fee to the City in addition to the Annual Service Charge and Land Tax levy. The Administrative Fee shall be calculated as two

percent (2%) of each prior year's Annual Service Charge. This fee shall be payable and due on or before December 31st of each year, and collected in the same manner as the Annual Service Charge.

Section 4.6 Affordable Housing Contribution and Remedies

A. **Contribution.** The Entity will pay the City the sum of \$44,525 or \$0.10 x 95,808 square feet of industrial space and \$1.50 x 23,296 square feet of parking space as a contribution. The sum shall be due and payable as follows:

- i. 1/3 on or before the effective adoption date of the Ordinance approving the tax exemption;
- ii. 1/3 on or before the issuance of the first of any construction permit for the Project, but no later than six months after the date of the Financial Agreement; and
- iii. 1/3 on or before the date the first of any Certificate of Occupancy is issued for the Project, but no later than twenty-four (24) months after the date of the Financial Agreement.

Section 4.7 Material Conditions

It is expressly agreed and understood that the timely payments of Land Taxes, Minimum Annual Service Charges, Annual Service Charges, including Annual Net Profits and any adjustments thereto, Administrative Fees, Affordable Housing Contributions, and any interest thereon, are Material Conditions of this Agreement.

ARTICLE V - PROJECT EMPLOYMENT AND CONTRACTING AGREEMENT

Section 5.1 Project Employment and Contracting Agreement

In order to provide City residents and businesses with certain employment and other economic related opportunities, the Entity is subject to the terms and conditions of the Project Employment and Contracting Agreement, attached hereto as Exhibit 8.

Section 5.2 Living Wage Mandate (Projects with construction costs exceeding \$25 million)

The Entity also agrees to comply with the requirements of Section 3-76 of the Jersey City Municipal Code concerning required wage, benefit and leave standards for building service workers. All janitors and unarmed security guards employed at the Projects, including by any

and all tenants or subtenants of the developer, shall not be paid less than the standard hourly rate of pay and benefits for their respective classifications and shall be provided with paid leave in accordance with the provisions of the Jersey City Municipal Code Section 3-51G(1).

ARTICLE VI - CERTIFICATE OF OCCUPANCY

Section 6.1 Certificate of Occupancy

It is understood and agreed that it shall be the obligation of the Entity to obtain all Certificates of Occupancy in a timely manner so as to complete construction in accordance with the proposed construction schedule attached hereto as Exhibit 5. The failure to secure the Certificates of Occupancy shall subject the Property to full taxation for the period between the date of Substantial Completion and the date the Certificate of Occupancy is obtained.

Section 6.2 Filing of Certificate of Occupancy

It shall be the primary responsibility of the Entity to forthwith file with both the Tax Assessor and the Tax Collector a copy of each Certificate of Occupancy.

Failure of the Entity to file such issued Certificate of Occupancy as required by the preceding paragraph, shall not militate against any action or non-action, taken by the City, including, if appropriate retroactive billing with interest for any charges determined to be due, in the absence of such filing by the Entity.

Section 6.3 Construction Permits

The estimated construction cost disclosed by the Entity's application and proposed Financial Agreement may, at the option of the City, be used as the basis for the construction cost in the issuance of any construction permit for the Project.

ARTICLE VII - ANNUAL REPORTS

Section 7.1 Accounting System

The Entity agrees to maintain a system of accounting and internal controls established and administered in accordance with generally accepted accounting principles.

Section 7.2 Periodic Reports

A. Auditor's Report: Within ninety (90) days after the close of each fiscal or calendar year, depending on the Entity's accounting basis that the Agreement shall continue in effect, the Entity shall submit to the Mayor and Municipal Council and the NJ Division of Local

Government Services in the Department of Community Affairs, its Auditor's Report for the preceding fiscal or calendar year. The Auditor's Report shall include, but not be limited to gross revenue, and the terms and interest rate on any mortgage(s) associated with the purchase or construction of the Project and such details as may relate to the financial affairs of the Entity and to its operation and performance hereunder, pursuant to the Law and this Agreement. The Report shall clearly identify and calculate the Net Profit for the Entity during the previous year, the excess of which shall be paid to the City each year an excess profit is generated.

B. Total Project Cost Audit: Within ninety (90) days after Substantial Completion of the Project, the Entity shall submit to the Mayor, Municipal Council, the Tax Collector and the City Clerk, who shall advise those municipal officials required to be advised, an audit of Total Project Cost, including but not limited to an audit of actual construction costs as certified by the Project architect.

C. Disclosure Statement: On the anniversary date of the execution of this Agreement, and each and every year thereafter while this agreement is in effect, the Entity shall submit to the Municipal Council, the Tax Collector and the City Clerk, who shall advise those municipal officials required to be advised, a Disclosure Statement listing the persons having an ownership interest in the Project, and the extent of the ownership interest of each and such additional information as the City may request from time to time. All disclosures shall include ownership interests of the individual persons owning any corporate interest in the Entity.

Section 7.3 Inspection/Audit

The Entity shall permit the inspection of its property, equipment, buildings and other facilities of the Project and, if deemed appropriate or necessary, any other related Entity by representatives duly authorized by the City or the NJ Division of Local Government Services in the Department of Community Affairs. It shall also permit, upon request, examination and audit of its books, contracts, records, documents and papers. Such examination or audit shall be made during the reasonable hours of the business day, in the presence of an officer or agent designated by the Entity for any year during which the tax exemption financial agreement was in full force and effect.

All costs incurred by the City to conduct a review of the Entity's audits, including

reasonable attorneys' fees if appropriate, shall be billed to the Entity and paid to the City as part of the Entity's Annual Service Charge. Delinquent payments shall accrue interest at the same rate as for a delinquent service charge.

ARTICLE VIII- LIMITATION OF PROFITS AND RESERVES

Section 8.1 Limitation of Profits and Reserves

During the period of tax exemption as provided herein, the Entity shall be subject to a limitation of its profits pursuant to the provisions of N.J.S.A. 40A:20-15.

The Entity shall have the right to establish a reserve against vacancies, unpaid rentals, and reasonable contingencies in an amount equal to five (5%) percent of the Gross Revenue of the Entity for the last full fiscal year preceding the year and may retain such part of the Excess Net Profits as is necessary to eliminate a deficiency in that reserve, as provided in N.J.S.A. 40A:20-15. The reserve is to be non-cumulative, it being intended that no further credits thereto shall be permitted after the reserve shall have attained the allowable level of five (5%) percent of the preceding year's Gross Revenue.

Section 8.2 Annual Payment of Excess Net Profit

In the event the Net Profits of the Entity, in any year, exceeds the Allowable Net Profits for such year, then the Entity, within one hundred and twenty (120) days after the end of the year, shall pay such excess Net Profits to the City as an additional annual service charge; provided, however, that the Entity may maintain a reserve as determined pursuant to aforementioned paragraph 8.1. The calculation of the Entity's Excess Net Profits shall include those project costs directly attributable to site remediation and cleanup expenses and any other costs excluded in the definition of Total Project Cost in Section 1.2 (xx) of this Agreement even though those costs may have been deducted from the project costs for purposes of calculating the annual service charge.

Section 8.3 Payment of Reserve/ Excess Net Profit Upon Termination, Expiration or Sale

The date of termination, expiration or sale shall be considered to be the close of the fiscal year of the Entity. Within ninety (90) days after such date, the Entity shall pay to the City the amount of the reserve, if any, maintained by it pursuant to this section and the balance of the

Excess Net Profit, if any.

ARTICLE IX - ASSIGNMENT AND/OR ASSUMPTION

Section 9.1 Approval of Sale

Any sale or transfer of the Project, shall be void unless approved in advance by Ordinance of the Municipal Council. It is understood and agreed that the City, on written application by the Entity, will not unreasonably withhold its consent to a sale of the Project and the transfer of this Agreement provided 1) the new Entity does not own any other Project subject to long term tax exemption at the time of transfer; 2) the new Entity is formed and eligible to operate under the Law; 3) the Entity is not then in default of this Agreement or the Law; 4) the Entity's obligations under this Agreement are fully assumed by the new Entity; 5) the Entity pays in full the maximum transfer fee, 2% of the Annual Service Charge, as permitted by N.J.S.A. 40A:20-10(d); and 6) as to projects that are not Substantially Complete, the Entity is comprised of principals possessing substantially the same or better financial qualifications and credit worthiness as the Entity.

Nothing herein shall prohibit any transfer of the ownership interest in the Entity itself provided that the transfer, if greater than 10%, is disclosed to the City in the annual disclosure statement or in correspondence sent to the City in advance of the filing of the annual disclosure statement.

Section 9.2 Transfer Application Fee

Where the consent or approval of the City is sought for approval of a change in ownership or sale or transfer of the Project, the Entity shall be required to pay to the City a new tax exemption application fee for the legal and administrative services of the City, as it relates to the review, preparation and/or submission of documents to the Municipal Council for appropriate action on the requested assignment. The fee shall be non-refundable.

ARTICLE X - COMPLIANCE

Section 10.1 Operation

During the term of this Agreement, the Project shall be maintained and operated in accordance with the provisions of the Law. Operation of Project under this Agreement shall not only be terminable as provided by N.J.S.A. 40A:20-1, et seq., as amended and supplemented, but

also by a Default under this Agreement. The Entity's failure to comply with the Law shall constitute a Default under this Agreement and the City shall, among its other remedies, have the right to terminate the tax exemption.

Section 10.2 Disclosure of Lobbyist Representative

During the term of this Agreement, the Entity must comply with Executive Order 2002-005, and Ordinance 02-075, requiring Written Disclosure of Lobbyist Representative Status. The Entity's failure to comply with the Executive Order or the Ordinance shall constitute a Default under this Agreement and the City shall, among its other remedies, have the right to terminate the tax exemption.

ARTICLE XI - DEFAULT

Section 11.1 Default

Default shall be failure of the Entity to conform with the terms of this Agreement or failure of the Entity to perform any obligation imposed by the Law, beyond any applicable notice, cure or grace period.

Section 11.2 Cure Upon Default

Should the Entity be in Default, the City shall send written notice to the Entity of the Default [Default Notice]. The Default Notice shall set forth with particularity the basis of the alleged Default. The Entity shall have thirty (30) days, from receipt of the Default Notice, to cure any Default which shall be the sole and exclusive remedy available to the Entity. However, if, in the reasonable opinion of the City, the Default cannot be cured within sixty (60) days using reasonable diligence, the City will extend the time to cure.

Subsequent to such thirty (30) days, or any approved extension, the City shall have the right to terminate this Agreement in accordance with Section 12.1.

Should the Entity be in default due to a failure to pay any charges defined as Material Conditions in Section 4.7, or a sale of the Project occurs without the consent of the City, the Entity shall not be subject to the default procedural remedies as provided herein but shall allow the City to proceed immediately to terminate the Agreement as provided in Article XII herein.

Section 11.3 Remedies Upon Default

The City shall, among its other remedies, have the right to proceed against the property

pursuant to the In Rem Tax Foreclosure Act, N.J.S.A. 54:5-1, et seq. In order to secure the full and timely payment of the Annual Service Charge, the City on its own behalf, or on behalf of the Trustee, reserves the right to prosecute an In Rem Tax Foreclosure action against the Project Area in accordance with Applicable Law, as more fully set forth in this Financial Agreement.

In addition, the City may declare a Default and terminate this Agreement. Any default arising out of the Entity's failure to pay Land Taxes, the Minimum Annual Service Charge, Administrative Fees, Affordable Housing Contribution, or the Annual Service Charges shall not be subject to the default procedural remedies as provided herein, but shall allow the City to proceed immediately to terminate the Agreement as provided herein. All of the remedies provided in this Agreement to the City, and all rights and remedies granted to it by law and equity shall be cumulative and concurrent. No termination of any provision of this Agreement shall deprive the City of any of its remedies or actions against the Entity because of its failure to pay Land Taxes, the Minimum Annual Service Charge, Annual Service Charge, Affordable Housing Contribution or Administrative Fees. This right shall apply to arrearages that are due and owing at the time or which, under the terms hereof, would in the future become due as if there had been no termination. Further, the bringing of any action for Land Taxes, the Minimum Annual Service Charge, the Annual Service Charge, Affordable Housing Contribution, Administrative Fees, or for breach of covenant or the resort to any other remedy herein provided for the recovery of Land Taxes shall not be construed as a waiver of the rights to terminate the tax exemption or proceed with a tax sale or Tax Foreclosure action or any other specified remedy.

In the event of a Default on the part of the Entity to pay any charges set forth in Article IV, the City among its other remedies, reserves the right to proceed against the Entity's land and property, in the manner provided by the In Rem Foreclosure Act, and any act supplementary or amendatory thereof. Whenever the word taxes appear, or is applied, directly or impliedly to mean taxes or municipal liens on land, such statutory provisions shall be read, as far as is pertinent to this Agreement, as if the charges were taxes or municipal liens on land.

ARTICLE XII- TERMINATION

Section 12.1 Termination Upon Default of the Entity

In the event the Entity fails to cure or remedy the Default within the time period provided in Section 11.2, the City may terminate this Agreement upon thirty (30) days written notice to the Entity [Notice of Termination].

Section 12.2 Voluntary Termination by the Entity

The Entity may notify the City that it will relinquish its status as a tax exempt Project, after the expiration of one year from the Substantial Completion of the Project, as of the January 1st of the year next ensuing. The Notice of Voluntary Termination must be received by the City no later than October 1st of the tax year preceding the calendar year in which the termination is to occur. As of the date so set, the tax exemption, the Annual Service Charges and the profit and dividend restrictions shall terminate. However, under no circumstances will the Entity be entitled to any refund, in whole or in part, of any funds paid to the City to obtain the tax exemption, including but not limited to the Affordable Housing Contribution. In addition, the due date for all Affordable Housing Contribution and any other fees that the Entity agreed to pay under this Agreement, shall be accelerated so that all fees to be paid shall be due on January 1st as a condition precedent of the voluntary termination.

Section 12.3 Final Accounting

Within ninety (90) days after the date of termination, whether by affirmative action of the Entity or by virtue of the provisions of the Law or pursuant to the terms of this Agreement, the Entity shall provide a final accounting and pay to the City the reserve, if any, pursuant to the provisions of N.J.S.A. 40A:20-13 and 15 as well as any remaining excess Net Profits. For purposes of rendering a final accounting the termination of the Agreement shall be deemed to be the end of the fiscal year for the Entity.

Section 12.4 Conventional Taxes

Upon Termination or expiration of this Agreement, the tax exemption for the Project shall expire and the land and the Improvements thereon shall thereafter be assessed and conventionally taxed according to the general law applicable to other nonexempt taxable property in the City.

ARTICLE XIII - DISPUTE RESOLUTION

Section 13.1 Arbitration

In the event of a breach of the within Agreement by either of the parties hereto or a dispute arising between the parties in reference to the terms and provisions as set forth herein, either party may apply to the Superior Court of New Jersey by an appropriate proceeding, to settle and resolve the dispute in such fashion as will tend to accomplish the purposes of the Law. In the event the Superior Court shall not entertain jurisdiction, then the parties shall submit the dispute to the American Arbitration Association in New Jersey to be determined in accordance with its rules and regulations in such a fashion to accomplish the purpose of the Long Term Tax Exemption Law. The cost for the arbitration shall be borne by the Entity. The parties agree that the Entity may not file an action in Superior Court or with the Arbitration Association unless the Entity has first paid in full all charges defined in Section 4.7 as Material Conditions.

Section 13.2 Appeal of Assessment

In calculating the amount of the Staged Adjustments that is, taxes otherwise due, pursuant to Section 4.2 and N.J.S.A. 40A:20-12, either party may file an appeal of the conventional assessment to determine the value of land and improvements.

ARTICLE XIV - WAIVER

Section 14.1 Waiver

Nothing contained in this Financial Agreement or otherwise shall constitute a waiver or relinquishment by the City of any rights and remedies, including, without limitation, the right to terminate the Agreement and tax exemption for violation of any of the conditions provided herein. Nothing herein shall be deemed to limit the City's right to audit or recover any amount which the City has under law, in equity, or under any provision of this Agreement.

ARTICLE XV - INDEMNIFICATION

Section 15.1 Defined

It is understood and agreed that in the event the City shall be named as party defendant in any action by a third party alleging any breach, default or a violation of any of the provisions of this Agreement and/or the provisions of N.J.S.A. 40A:20-1 et seq., the Entity shall indemnify and hold the City harmless against any and all liability, loss, cost, expense (including reasonable attorneys' fees and costs), arising out of this Agreement. In addition, the Entity expressly waives all statutory or common law defenses or legal principles which would defeat the purposes of this

indemnification. The Entity also agrees to defend the suit at its own expense. However, the City maintains the right to intervene as a party thereto, to which intervention the Entity consents; the expense thereof to be borne by the City.

ARTICLE XVI- NOTICE

Section 16.1 Certified Mail

Any notice required hereunder to be sent by either party to the other shall be sent by certified or registered mail, return receipt requested.

Section 16.2 Sent by City

When sent by the City to the Entity the notice shall be addressed to:

Exeter Thomas McGovern Land Urban Renewal, LLC
101 West Elm Street, Suite 600
Conshohocken, PA 19428
Attn: _____

With a copy to:

Johnathan Goodelman, Esq.
Wendy Berger, Esq.
Cole Schotz P.C.
25 Main Street
Hackensack, New Jersey 07601

unless prior to giving of notice the Entity shall have notified the City in writing otherwise.

In addition, provided the City is sent a formal written notice in accordance with this Agreement, of the name and address of Entity's Mortgagee, the City agrees to provide such Mortgagee with a copy of any notice required to be sent to the Entity.

Section 16.3 Sent by Entity

When sent by the Entity to the City, it shall be addressed to:

City of Jersey City, Office of the City Clerk
City Hall
280 Grove Street
Jersey City, New Jersey 07302,

with copies sent to the Corporation Counsel, the Business Administrator, and the Tax Collector unless prior to the giving of notice, the City shall have notified the Entity otherwise. The notice

to the City shall identify the Project to which it relates, (i.e., the Urban Renewal Entity and the Property's Block and Lot number).

ARTICLE XVII-SEVERABILITY

Section 17.1 Severability

If any term, covenant or condition of this Agreement or the Application, except a Material Condition, shall be judicially declared to be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

If a Material Condition shall be judicially declared to be invalid or unenforceable and provided the Entity is not in Default of this Agreement, the parties shall cooperate with each other to take the actions reasonably required to restore the Agreement in a manner contemplated by the parties and the Law. This shall include, but not be limited to the authorization and re-execution of this Agreement in a form reasonably drafted to effectuate the original intent of the parties and the Law. However, the City shall not be required to restore the Agreement if it would modify a Material Condition, the amount of the periodic adjustments or any other term of this Agreement which would result in any economic reduction or loss to the City.

ARTICLE XVIII - MISCELLANEOUS

Section 18.1 Construction

This Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey, and without regard to or aid of any presumption or other rule requiring construction against the party drawing or causing this Agreement to be drawn since counsel for both the Entity and the City have combined in their review and approval of same.

Section 18.2 Conflicts

The parties agree that in the event of a conflict between the Application and the language contained in the Agreement, the Agreement shall govern and prevail. In the event of conflict between the Agreement and the Law, the Law shall govern and prevail.

Section 18.3 Oral Representations

There have been no oral representations made by either of the parties hereto which are not contained in this Agreement. This Agreement, the Ordinance authorizing the Agreement, and the Application constitute the entire Agreement between the parties and there shall be no modifications thereto other than by a written instrument approved and executed by both parties and delivered to each party.

Section 18.4 Entire Document

This Agreement and all conditions in the Ordinance of the Municipal Council approving this Agreement are incorporated in this Agreement and made a part hereof.

Section 18.5 Good Faith

In their dealings with each other, utmost good faith is required from the Entity and the City.

Section 18.6 Pending Litigation

The Entity fully and freely holds the City harmless and assumes any risk that may effect the present or future validity of the within financial agreement, arising from any other litigation.

ARTICLE XIX - EXHIBITS

Section 19 Exhibits

The following Exhibits are attached hereto and incorporated herein as if set forth at length herein:

1. Metes and Bounds description of the Project;
2. Ordinance of the City authorizing the execution of this Agreement;
3. The Application with Exhibits;
4. Certificate of the Entity;
5. Estimated Construction Schedule;
6. The Financial Plan for the undertaking of the Project;
7. Good Faith Estimate of Initial Rents;
8. Project Employment and Contracting Agreement;
9. Architect's Certification of Actual Construction Costs.
10. Entity's Deed.

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

WITNESS:

EXETER THOMAS MCGOVERN LAND
URBAN RENEWAL, LLC

ATTEST:

CITY OF JERSEY CITY

ROBERT BYRNE
CITY CLERK

ROBERT J. KAKOLESKI
BUSINESS ADMINISTRATOR

PROJECT EMPLOYMENT & CONTRACTING AGREEMENT

This Project Employment & Contracting Agreement is made on the ____ day of ____, 2017, between the **CITY OF JERSEY CITY** [City] and **EXETER THOMAS MCGOVERN LAND URBAN RENEWAL, LLC** [Recipient], having its principal office at 101 West Elm Street, Suite 600, Conshohocken, PA 19428.

I. Definitions:

The following words and terms, when used in this agreement, shall have the following meanings unless the context clearly indicates otherwise.

1. "City" means the Business Administrator of the City of Jersey City, or his designee, including any person or entity which enters into an agreement with the City to implement, in whole or in part, this agreement.
2. "Contractor" means any party performing or offering to perform a prime contract on behalf of the Recipient.
3. Construction Contract means any agreement for the erection, repair, alteration or demolition of any building, structure, bridge, roadway or other improvement on a Project Site.
4. "Economic Incentive" means a tax abatement or tax exemption for a property or project which requires approval of the Municipal Council.
5. "Employment" includes positions created as a result of internal promotions, terminations, or expansions within the Recipient's work force which are to be filled by new employees. However, positions filled through promotion from within the Recipient's existing work force are not covered positions under this agreement.
6. Jersey City Employment and Training Corporation or "JCEPT" means the non-profit quasi public Entity with whom the City has an operating agreement to undertake certain employment services.
7. "Local Business" means a bona fide business located in Jersey City.
8. "Minority" means a person who is defined as such under federal or state law.
9. "Minority or Woman Owned Local Business" means a bona fide business located in Jersey City which is fifty-one (51%) percent or more owned and controlled by either a Minority or woman.
10. "Non-Traditional Jobs" means jobs which are held by less than twenty (20%) percent women, as reported by the New Jersey Department of Labor and Workforce

Development, Division of Labor Market, and Demographic Research for Jersey City, which report shall be on file with the City Clerk.

11. "Office of Tax Abatement and Compliance" located at 15 East Linden Avenue, Suite 200. The Office of Tax Abatement and Compliance, under the Department of Administration, is in charge of monitoring projects receiving tax abatements and monitoring Project Employment & Contracting Agreements.
12. "Permanent Jobs" mean newly created long term salaried positions, whether permanent, temporary, part time or seasonal.
13. "Project or Project Site" means the specific work location or locations specified in the contract.
14. The "Project Employment & Contracting Coordinator" or "Coordinator" is the employee in the Department of Administration presently, the Executive Director of the Jersey City Employment & Training Program, Inc., who is in charge of coordinating Project Employment & Contracting projects. Contractors and developers engaged in projects covered by Project Employment & Contracting Agreements will direct inquiries to the Coordinator. The Coordinator may refer a developer to the JCEPT or its one-stop career center so long as the City and JCEPT agreement is in full force and effect.
15. The "Project Employment & Contracting Monitor" or "Monitor" is the employee in the Department of Administration who is in charge of monitoring the site, collecting the reports and documentation, and other day-to-day Project Employment & Contracting administration as stipulated by this agreement.
16. The "Project Employment & Contracting Officer" or "Officer" is an employee of the Recipient who is designated by the Recipient to make sure the Recipient is in compliance with the Recipient's Project Employment & Contracting agreement.
17. "Recipient" means any individual, partnership, association, organization, corporation or other entity, whether public or private, or for profit or non-profit, or agent thereof, which receives an Economic Incentive and shall include any Contractor, Subcontractor or agent of the Recipient.
18. "The Registry" or "Jersey City Employment Registry" means a data base maintained by the City or its designee, of Jersey City residents seeking employment and Local Businesses, including Minority or Woman Owned Local Businesses, seeking contracts.
19. "Subcontract" means a binding legal relationship involving performance of a contract that is part of a prime contract.
20. "Subcontractor" means a third party that is engaged by the prime Contractor to perform under a subcontract all or part of the work included in an original contract.

21. "Substantial Completion" means the determination by the City that the Project, in whole or in part, is ready for the use intended, which ordinarily shall mean the date on which the Project receives, or is eligible to receive any Certificate of Occupancy for any portion of the Project.

II. Purpose: Construction Jobs, Business Contracting, Permanent Jobs

The City wishes to assure continuing employment opportunities for City residents, particularly residents who are Minorities, and business opportunities for Local Businesses, especially Minority and Women Owned Local Businesses, with employers located in or relocating to the City who are the Recipients of Economic Incentives. The City has determined to accomplish that goal by requiring the Recipient of an Economic Incentive to act in Good Faith, as defined herein, and discharge its obligations under this Agreement. To the extent mandated by State and Federal law and so long as the Entity discharges its Good Faith obligations under this agreement, the City acknowledges that the Recipient and its contractors are free to hire whomever they choose.

Because this project is not subject to the terms of a Project Labor Agreement during construction, this agreement shall apply to all Construction Jobs, Business Contracts and non-construction Permanent Jobs. Recipients are also required to notify any commercial tenants of employment services available from the City.

III. Recipient Designee:

The Recipient shall designate a principal officer of its firm to be responsible for administering the agreement detailed herein and to report to and confer with the City in order to discharge its Good Faith obligations as defined in this agreement. This officer should be designated as the Project Employment & Contracting Officer.

The Recipient shall send a letter designating its "Project Employment & Contracting Compliance Officer" to the Project Employment & Contracting Coordinator prior to any preconstruction meetings. An example of this letter can be found in Appendix 1. This Officer should also be present for all preconstruction meetings.

The Recipient should send a letter regarding the "Project Employment & Contracting Compliance Officer" to the employees of the Recipient's company. An example of this letter can be found in Appendix 2.

IV. Term:

This agreement shall be in effect for a period co-terminus with the effective period of the tax exemption [the Economic Incentive]. Thus, it will commence on the date the City Council adopted Ordinance _____, approving the tax exemption and terminate the earlier of twenty-three (23) years from the date of the adoption of that Ordinance or twenty (20) years from the date of Substantial Completion of the Project.

V. Good Faith Goals:

In the event the Recipient is able to demonstrate that its work force already meets the goals set forth below or is able to meet such goals during the term of this agreement, the Recipient shall only be required to submit the periodic certified manning and certified payroll reports described below to confirm ongoing compliance. All other Recipients must comply with the following Good Faith goals.

1. **Employment (Construction and Permanent Jobs):** The Recipient shall make a Good Faith effort to achieve the goal of a work force representing fifty-one (51%) percent City residents, fifty-one (51%) percent of whom are residents who are Minorities and, in Non-Traditional Jobs, six point nine (6.9%) percent of whom are residents who are women, it being understood that one employee may satisfy more than one category.
2. **Business Contracting:** The Recipient shall make a Good Faith effort to achieve the goal of awarding twenty (20%) percent of the dollar amount of its contracts to Local Businesses, fifty-one (51%) percent of which shall be Minority or Women Owned Local Businesses. If fifty-one (51%) percent of Minority or Women Owned Local Businesses cannot be obtained, that percentage of contracts must still be applied to local vendors.

VI. Good Faith Defined. Construction Jobs:

1. **Construction Jobs:** Good Faith shall mean compliance with all of the following conditions:

A. Initial Manning Report:

- i) Prior to the commencement of their work on the Project, each Contractor /Subcontractor shall prepare an Initial Manning Report.
- ii) The Initial Manning Report should contain an estimate of the total hours in each construction trade or craft and the number of hours to be worked by City residents, including a list of the number of minority residents and women residents that will work in each trade or craft, including the work hours to be performed by such employees of any and all Contractors and Subcontractors. Attached hereto as Appendix B is the Recipient's Initial Manning Report.
- iii) The Initial Manning Report shall be filed with the Project Employment and Contracting Monitor, who must accept said Report prior to the Recipient entering into any construction contract. An example of this acceptance letter is given in Appendix C.

B. Developer's Contracting Obligations

- i) Once the developer submits the project's initial manning report, he/she must forward a letter with requests for quotation or bid to Mayor Steven M. Fulop's Office of Diversity and Inclusion for local and minority vendors for any

construction or building operating goods, services and sub-contracting opportunities. An example of this letter is given in Appendix D.

- ii) The developer shall make a good faith effort to contact those businesses and individuals who submit bids. This effort must be documented by letter, which will be sent to Mayor Steven M. Fulop's Office of Diversity and Inclusion at PROJECT EMPLOYMENT AND CONTRACTING MONITOR under the Department of Administration. An example of this letter can be found in Appendix D2.

C. Contractor's/Subcontractor's Compliance Statement

Prior to commencement of their work on the Project, each Contractor or Subcontractor must agree in writing to comply with this agreement and the employment goals elaborated herein. An example of this Compliance Statement can be found in Appendix E.

D. Union Statement of Using Its Best Efforts

- i) Prior to commencement of their work on the Project, the contractor/subcontractor must submit a statement expressing its adherence to the Project Employment & Contracting Agreement to each union with which he/she has a collective bargaining agreement covering workers to be employed on the project.
- ii) The Compliance Statement shall include a union statement for the particular union to sign, which claims the union will use its best efforts to comply with the employment goals articulated in the Project Employment & Contracting agreement. This compliance statement is detailed in Appendix F. A copy of the signed compliance statement must be sent to the Project Employment & Contracting Monitor in PROJECT EMPLOYMENT AND CONTRACTING MONITOR under the Department of Administration before work starts in order for a developer to be in compliance.
- iii) The Recipient will require the Contractor or Subcontractor to promptly notify the City of any refusal or failure of a union to sign the statement. If a particular union refuses to sign a statement, the Recipient will document its efforts to obtain such statement and the reasons given by the union for not signing such statement, and submit such documentation to the Project Employment & Contracting Monitor in PROJECT EMPLOYMENT AND CONTRACTING MONITOR under the Department of Administration.

E. Sub-Contractors

The developer shall require that each prime contractor be responsible for the compliance of his/her subcontractors with the aforementioned Project Employment & Contracting requirements during the performance of the contract. Whenever the contractor sub-contracts a portion of the work on the project, the contractor shall bind the subcontractor to the obligations contained in these supplemental conditions to the full extent as if he/she were the contractor.

F. Union Apprentices

The contractor is responsible for assuring that resident and minority apprentices account for at least fifty (50%) percent of the total hours worked by union apprentices on the job in each trade listed in which apprentices are employed, according to the apprentice-to-journey-worker ratio contained in the collective bargaining agreement between the various unions, and shall hold each of his/her subcontractors to this requirement. The Recipient will require the contractor or subcontractor to promptly notify the City of any refusal of a union to utilize resident and minority apprentices.

G. Monthly Manning Report

- i) The Recipient will cause the Contractor to complete and submit Monthly Project Manning Reports to the Project Employment & Contracting Monitor in PROJECT EMPLOYMENT AND CONTRACTING MONITOR under the Department of Administration by the seventh day of the month following the month during which the work is performed, for the duration of the contract.
- ii) The report will accurately reflect the total hours in each construction trade or craft and the number of hours worked by City residents, including a list of the number of minority resident and women resident workers in each trade or craft, and will list separately the work hours performed by such employees of the Contractor and each of its Subcontractors during the previous month. The Monthly Manning Report shall be in the form attached hereto as Appendix G.
- iii) The Recipient is responsible for maintaining or causing the Contractor to maintain records supporting the reported work hours of its Contractors or Subcontractors.

H. Monthly Certified Payroll Report

- i) The Recipient will cause the Contractor to furnish the Project Employment & Contracting Monitor with copies of its weekly Certified Payroll reports. The reports will specify the residence, gender and ethnic/racial origin of each worker, work hours and rate of pay and benefits provided. The Certified Payroll report shall be in the form attached hereto as Appendix H.
- ii) Payroll reports must be submitted on a monthly basis with the Monthly Manning Report or the Recipient is no longer in compliance.

I. Equal Employment Opportunity Reports

Prior to commencement of work on the Project, the Recipient will request copies of the most recent Local Union Report (EEO-3) and Apprenticeship Information Report (EEO-2) which are required to be filed with the US Commission of Equal Employment Opportunity Commission by the collective bargaining unit. These reports will be forwarded to the Project

Employment & Contracting Monitor within one month of the signing of the Project Employment & Contracting Agreement.



J. Other Reports

In addition to the above reports, the Recipient shall furnish such reports or other documents to the City as the City may request from time to time in order to carry out the purposes of this agreement.

K. Records Access

The Recipient will insure that the City will have reasonable access to all records and files reasonably necessary to confirm the accuracy of the information provided in the reports.

L. Work Site Access For Monitor

- i) The City will physically monitor the work sites subject to this agreement to verify the accuracy of the monthly reports. Each work site will be physically monitored approximately once every two weeks, and more frequently if it is deemed reasonably necessary by the City. The City's findings shall be recorded in a "Site Visit Report." An example of a bi-weekly site visit report can be found in Appendix I.
- ii) The Recipient shall require the Contractor and Sub-contractor to cooperate with the City's site monitoring activities and inform the City as to the dates they are working at the Project site. This includes specifically instructing the on-site construction manager about the monitoring process, and informing him/her that the monitor will contact him/her to set up an initial meeting. In the case of projects with multiple locations, the Recipient shall inform the City of the dates they are working at each site location(s) where they are working, in order to facilitate the monitoring.

VII. Good Faith Defined. Permanent Jobs:

1. **Permanent Jobs:** Good Faith shall mean compliance with all of the following conditions:

- A. Pre-hiring Job Awareness: At least eight (8) months prior to the hiring of a Recipient's permanent workforce, the Project Employment & Contracting officer for the Recipient will meet with the Coordinator, including the director of JCETP to discuss how the Recipient plans to hire its permanent workforce. The following issues should be covered in this meeting:

- i) whether subcontractors will be used in the hiring process.
 - ii) the specific types of jobs that need to be filled.
 - iii) the qualifications needed for these particular jobs.
 - iv) possible training programs offered by the permanent employer.
 - v) the Recipient's goals and how it plans to meet these goals.
 - vi) any other issues which need to be addressed.
- B. Subcontractor Notification: If the Recipient decides to subcontract any portion or all of its permanent workforce, then the Recipient must receive a signed acknowledgment from the subcontracting party that it will abide by the Project Employment & Contracting Agreement before said subcontractor begins staffing permanent employees. The Recipient must forward a copy of the signed acknowledgment to the Project Employment & Contracting Monitor. An example of this signed acknowledgment can be found in Appendix 3.
- C. Subcontractor Pre-Hiring Job Awareness Meeting: Each subcontractor hired to staff permanent job positions must appoint a Project Employment & Contracting Officer to meet with the head of the Registry to discuss the same issues presented above in VI 1.A.(i)-(vi) and notify the City.
- D. Subcontractors of Subcontractors: Subcontractors of subcontractors are subject to the same requirements for the initial subcontractors.
- E. Documentation of Hiring Plan: Once the Pre-Hiring Job Awareness Meeting has taken place, the Recipient must put together a document with goals and totals for future permanent employment needs. This plan should summarize all that was discussed in the Pre-Hiring Awareness Meeting, list estimates for manpower needs, set residential and minority employment goals commensurate with the Project Employment & Contracting Agreement, and show how the Recipient plans to meet these goals. An example of this plan is found in Appendix 4.
- F. Pre-Hiring Notification: At least ten (10) working days prior to advertising for any employees, the Recipient or the Recipient's subcontractor shall provide the PROJECT EMPLOYMENT AND CONTRACTING MONITOR and the JCEPT with a written notice, which shall state the job title, job description and minimum qualifications, rate of pay, hours of work and the hiring date for each position to be filled, in qualitative and objective terms which will enable the referral of qualified applicants to the Recipient.
- G. Advertisement: At the request of the City, or because the City does not have qualified applicants to refer to the Recipient, the Recipient will place an advertisement for the jobs in a newspaper which is regularly published in Jersey City. The Recipient must furnish the PROJECT EMPLOYMENT AND CONTRACTING MONITOR with a copy of this advertisement.
- H. Pre-Hiring Interview: The Recipient shall interview any qualified applicants referred to it pursuant to the agreement. In the event advertisement is required, the Recipient agrees to interview any qualified persons responding to the advertisement.

- I. Monthly Employment Reports: The Recipient will submit written employment reports to the Project Employment & Contracting Monitor in the form to be provided by the City. The report will be submitted on the 1st day of every month. It will describe each job and state whether the job was filled or held by a City resident, minority resident or woman resident and date of hire. The report will explain in writing the reasons why any qualified referred applicant (or in the event advertisement is required, any qualified person responding to the advertisement) was not hired and the reason therefore. The form of this report shall be in substantially the form found in Appendix 5, subject to such revision as the City deems appropriate and reasonable. Monthly reports may be extended to semi-annually reports once the initial workforce is hired.
- J. Record Access: The Recipient shall provide the City with reasonable access to all files and records including payroll and personnel information reasonably necessary to confirm the accuracy of the information set forth in the semi-annual reports.
- K. Work Place Access: The Recipient shall provide the City with reasonable access to the site to physically monitor the work site to verify the accuracy of the information set forth in the any reports.
- L. Other Reports, Documents: In addition to the above reports, the Recipient shall furnish such reports or other documents that the City may request from time to time in order to implement the purposes of this agreement.
- M. Incorporation of Agreement: The Recipient shall incorporate the provisions of this Agreement in all contracts, agreements and purchase orders for labor with any service, maintenance, security or management agent or Contractor engaged by the Recipient whose personnel will be assigned to the Recipient project.

VIII. Good Faith Defined. Business Contracts

- A. Good Faith shall mean compliance with all of the following conditions:
 - i) Solicitation of Businesses:
 - a) One month before the solicitation for any goods or services, the Recipient must forward a letter with a description of the goods or services to the Project Employment and Contracting Coordinator;
 - b) The Recipient shall provide the City with a written Purchasing Report every month. The form of this report shall be in substantially the form found in Appendix 6.
 - c) Pre-Hiring Notification: At least ten (10) working days prior to advertising for any employees, the Recipient or the Recipient's subcontractor shall provide the PROJECT EMPLOYMENT AND CONTRACTING MONITOR and the JCEPT with a written notice, which shall state the job title, job description and minimum

qualifications, rate of pay, hours of work and the hiring date for each position to be filled, in qualitative and objective terms which will enable the referral of qualified applicants to the Recipient.

- d) Advertisement: At the request of the City, or because the City does not have qualified applicants to refer to the Recipient, the Recipient will place an advertisement for the jobs in a newspaper which is regularly published in Jersey City. The Recipient must furnish the PROJECT EMPLOYMENT AND CONTRACTING MONITOR with a copy of this advertisement.
 - e) Pre-Hiring Interview: The Recipient shall interview any qualified applicants referred to it pursuant to the agreement. In the event advertisement is required, the Recipient agrees to interview any qualified persons responding to the advertisement.
 - f) Monthly Employment Reports: The Recipient will submit written employment reports to the Project Employment & Contracting Monitor in the form to be provided by the City. The report will be submitted on the 1st day of every month. It will describe each job and state whether the job was filled or held by a City resident, minority resident or woman resident and date of hire. The report will explain in writing the reasons why any qualified referred applicant (or in the event advertisement is required, any qualified person responding to the advertisement) was not hired and the reason therefore. The form of this report shall be in substantially the form found in Appendix 5, subject to such revision as the City deems appropriate and reasonable. Monthly reports may be extended to semi-annually reports once the initial workforce is hired.
 - g) Record Access: The Recipient shall provide the City with reasonable access to all files and records including payroll and personnel information reasonably necessary to confirm the accuracy of the information set forth in the semi-annual reports.
 - h) Work Place Access: The Recipient shall provide the City with reasonable access to the site to physically monitor the work site to verify the accuracy of the information set forth in the any reports.
 - i) Other Reports, Documents: In addition to the above reports, the Recipient shall furnish such reports or other documents that the City may request from time to time in order to implement the purposes of this agreement.
 - j) Incorporation of Agreement: The Recipient shall incorporate the provisions of this Agreement in all contracts, agreements and purchase orders for labor with any service, maintenance, security or management agent or Contractor engaged by the Recipient whose personnel will be assigned to the Recipient project.
- B. The Recipient pledges not to use local and local minority vendors solely as conduits for vendors that are not local and minority owned. Any discovery by Project Employment

and Contracting Monitor of a Recipient, using the masthead of a local or minority owned business as a way to get credit for local or minority employment when it should not, will immediately subject the Recipient to the penalties listed in Section VIII (d) below.

IX. Good Faith Defined. Commercial Tenants at the Project Site

Good Faith shall mean compliance with all of the following conditions:

- A. The Recipient shall send all tenants of commercial space, including retail space, within the Project Site a Tenant Employment Services Guide in the form attached as Appendix 7.
- B. The Recipient shall require tenants of commercial, including any retail space to complete an annual questionnaire concerning the composition of the work force of each tenant. The completed questionnaire be submitted to the Project Employment & Contracting Monitor. The questionnaire shall be in the form attached as Appendix 8.
- C. The Recipient will send the results of its solicitation to the Project Employment & Contracting Monitor no later than December 1st of each year.

X. Notices of Violation:

- 1. Advisory Notice: The City will issue a written Advisory Notice to the Recipient if there is non-compliance with a Good Faith requirement as defined in this agreement. The Advisory Notice shall explain in sufficient detail the basis of the alleged violation. The Recipient shall have seven (7) days to correct the violation.
- 2. Violation Notice: If the alleged violation set forth in the Advisory Notice has not been corrected to the satisfaction of the City the City shall issue a Violation Notice to the Recipient. The Violation Notice shall explain in sufficient detail the basis of the alleged, continuing violation. The Recipient will have three (3) working days to correct the violation.
- 3. Correcting the Violation: Either or both the Advisory Notice or the Violation Notice may be considered corrected if the Recipient satisfies the requirements of this agreement and so advises the City in writing, subject to confirmation by the City.
- 4. Extension of Time to Correction: Either the Advisory Notice or the Violation Notice may be held in abeyance and the time for correction extended if the Recipient enters into satisfactory written agreement with the City for corrective action which is designed to achieve compliance. If Recipient fails to abide by the terms of such agreement the violation will be considered not corrected.

If the City determines that the Recipient is in violation after the expiration of the cure periods, the Recipient agrees that the City shall be entitled to the liquidated damages provided below.

XI. Liquidated Damages:

1. While reserving any other remedies the City may have at law or equity for a material breach of the above terms and conditions, the parties agree that damages for violations of this agreement by the Recipient cannot be calculated within any reasonable degree of mathematical certainty. Therefore, the parties agree that upon the occurrence of a material breach of any of the above terms and conditions and after notice and expiration of any cure period, the City will be entitled to liquidated damages from the Recipient in the following amounts:
 - A. Failure to file Initial Manning Report (Construction Jobs) or Pre-Hiring Notification (Permanent Jobs) or Pre-Contracting Notification (Business Contracts): an amount equal to five percent (5%) increase in the estimated annual service charge as set forth in the Financial Agreement for each quarter or part thereof that the Recipient is non-compliant.
 - B. Failure to conduct Pre-hiring Interviews or submit Compliance Statement (Submit description of goods or services, (Business Contracting): an amount equal to three (3%) percent of the estimated annual service charge as set forth in the Financial Agreement for each quarter or part thereof that the Recipient is non compliant.
2. Failure to allow record or work place access or submit any other required reports (all categories): an amount equal to three (3%) percent increase service charge as set forth in the Financial Agreement for each quarter or part thereof that the Recipient is non compliant.
3. The use of the local or local minority business' masthead for labor or work supplied by a non local or local minority vendor: An amount equal to ten (10%) service charge as set forth in the Financial Agreement for each quarter or part thereof, the Recipient is non compliant.

XII. Notices

Any notice required hereunder to be sent by either party to the other, shall be sent by certified mail, return receipt requested, addressed as follows:

1. When sent by the City to the Recipient it shall be addressed to:

Exeter Thomas McGovern Land Urban Renewal, LLC
101 West Elm Street, Suite 600
Conshohocken, PA 19428
Attn: _____

With a copy to:

Johnathan Goodelman, Esq.
Wendy Berger, Esq.

Cole Schotz P.C.
25 Main Street
Hackensack, New Jersey 07601

and

2. When sent by the Recipient to the City, it shall be addressed to:

City of Jersey City
Office of Tax Abatement Compliance
15 East Linden Avenue, Suite 200
Jersey City, New Jersey 07305
Att: Office Director

and

Director of Jersey City Employment and Training Program, Inc
895 Bergen Avenue - 2nd Floor
Jersey City, New Jersey 07306
Att: Executive Director

with separate copies to the Mayor and the Business Administrator.

XIII. Appendix

These forms are examples only and shall be in substantially the form on file in the Division of Economic Opportunity, subject to modifications from time to time by the City as necessary or appropriate.

1. Letter designating Recipient's Project Employment & Contracting Officer
2. Letter from Recipient to Employees of Recipient's Company
3. Acknowledgment of PECA compliance of Subcontractor
4. Example of Hiring Plan
5. Example of Monthly Employment Report
6. Example of Monthly Purchasing Report
7. Tenant Employment Services Guide
8. Commercial Retail Annual Questionnaire

XIV. Adoption, Approval, Modification:

This agreement shall take effect on the date that the Economic Incentive is approved by the Municipal Council.

XII. Controlling Regulations and Laws:

To the extent required by State and Federal Law and so long as the Entity discharges its Good Faith obligations under this agreement, the City agrees and acknowledges that the Recipient and its contractors are free to hire whomever they choose. If this agreement conflicts

with any collective bargaining agreement, the City agrees to defer to such agreements so long as the Recipient provides the City with a copy of the offending provision in the collective bargaining agreement.

In the event there are any conflicts between this Agreement and any Project Labor Agreement, then as it pertains to construction jobs covered by the PLA, the Project Labor Agreement shall govern. Wherever possible, this Agreement shall be interpreted consistently with the Project Labor Agreement.

ATTEST:

CITY OF JERSEY CITY

Robert Byrne
City Clerk

Robert J. Kakoleski
Business Administrator

WITNESS:

EXETER THOMAS MCGOVERN LAND
URBAN RENEWAL, LLC

Managing Member

Ordinance of the City of Jersey City, N.J.



ORDINANCE NO. Ord. 17-107
TITLE: 3.A JUL 28 2017 4.J

AUG 16 2017

Ordinance approving a twenty (20) year tax exemption for a commercial warehouse project to be constructed by Exeter Thomas McGovern Land Urban Renewal, LLC, pursuant to the provisions of the Long Term Tax Exemption Law N.J.S.A. 40A:20-1 et seq for the property designated as Block 21508, Lot 2, on the City's tax map and more commonly known by the street address as 295 McGovern Drive (f/k/a 79 Thomas F. McGovern Drive).

RECORD OF COUNCIL VOTE ON INTRODUCTION

JUL 28 2017 7-0

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI		<u>ABSENT</u>		YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMEN	✓		
BOGGIANO		<u>ABSENT</u>		ROBINSON	✓			LAVARRO, PRES.	✓		

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING

AUG 16 2017 9-0

Councilperson RIVERA moved, seconded by Councilperson LAVARRO to close P.H.

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMEN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

SPEAKERS:

YVONNE BALCER

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY

Councilperson _____ moved to amend* Ordinance, seconded by Councilperson _____ & adopted

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
GADSDEN				OSBORNE				WATTERMEN			
BOGGIANO				ROBINSON				LAVARRO, PRES.			

RECORD OF FINAL COUNCIL VOTE

AUG 16 2017 7-1-1

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN		✓		OSBORNE	✓			WATTERMEN	✓		
BOGGIANO		<u>ABSTAIN</u>		ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on _____

JUL 28 2017

Adopted on second and final reading after hearing on _____

AUG 16 2017

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on **AUG 16 2017**

Robert Byrne
Robert Byrne, City Clerk

*Amendment(s):

APPROVED:

Rolando R. Lavarro, Jr.
Rolando R. Lavarro, Jr., Council President

Date

AUG 16 2017

APPROVED:

Steven M. Fulop
Steven M. Fulop, Mayor

Date

AUG 17 2017

Date to Mayor

AUG 17 2017